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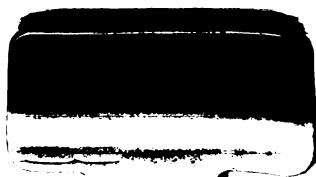
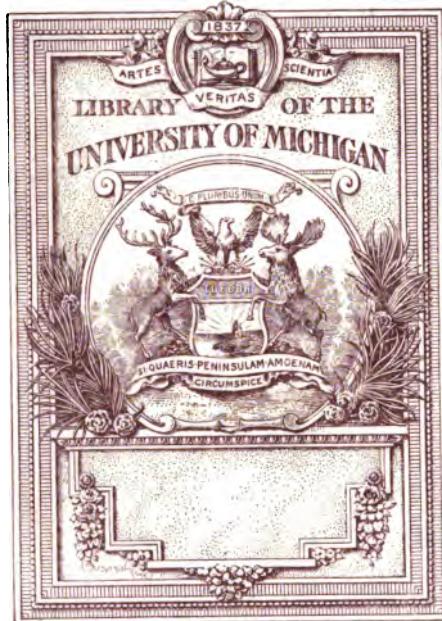
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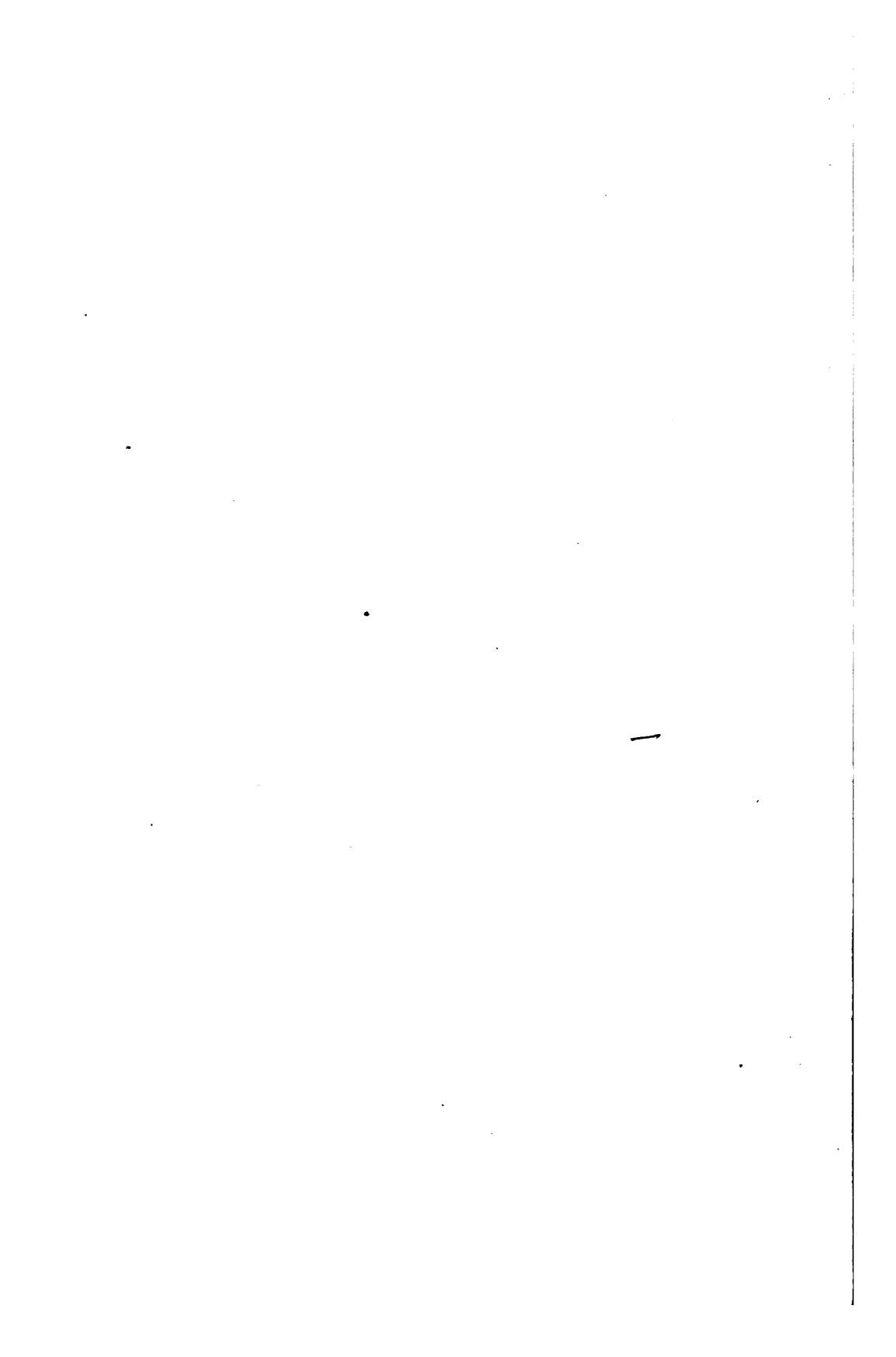
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ANNUAL REPORTS
OF THE
STATE BOARD
OF
ARBITRATION AND CONCILIATION.

1887—1891.



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HOUSE No. 45.

Commonwealth of Massachusetts.

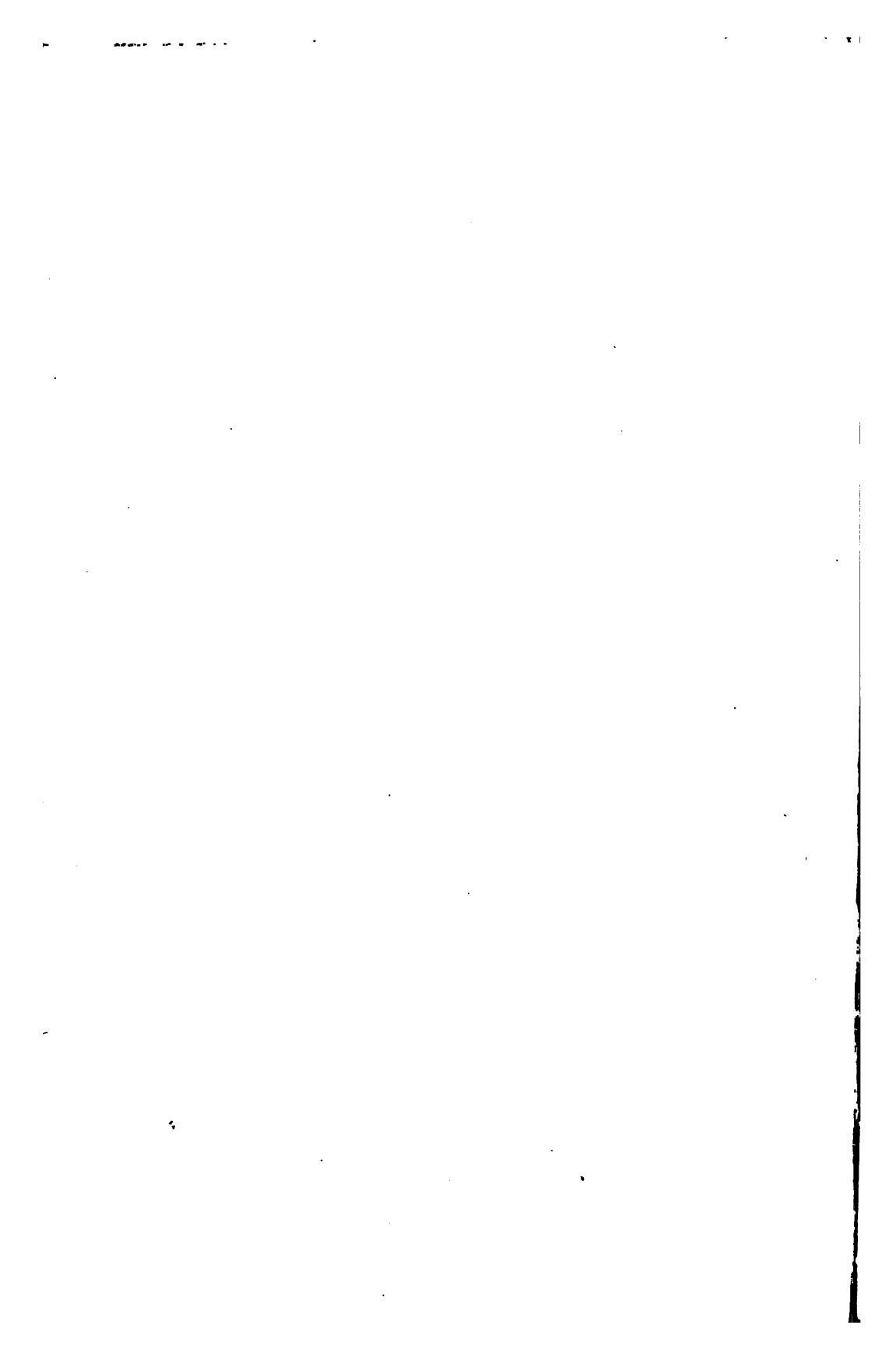
STATE BOARD OF ARBITRATION AND CONCILIATION,
BOSTON, Jan. 31, 1887.

Hon. CHARLES J. NOYES,
Speaker of the House of Representatives.

SIR: — We have the honor to submit herewith the Annual Report of the State Board of Arbitration and Conciliation.

Very respectfully,

WESTON LEWIS.
RICHARD P. BARRY.
CHARLES H. WALCOTT.



Commonwealth of Massachusetts.

STATE BOARD OF ARBITRATION AND CONCILIATION.

The State Board of Arbitration and Conciliation submits this its first annual report.

Arbitration, as a means of settling differences between employers and their employees, and preventing, to some extent, strikes and lockouts, has for a long time met with favor at the hands of impartial students of the problems arising from the interdependence in our times of labor and capital. With commendable willingness to adopt any practicable measure which promised relief, the last General Court, after much careful deliberation, gave its sanction to the principle of arbitration, and provided by law for the creation of a State Board to be composed of members appointed by the Governor with the advice and consent of the Council. By this action of their representatives the people of the Commonwealth expressed in a significant manner their belief that the welfare of the whole community is involved in the settlement of controversies that shake our great industries to their foundations. In case of disagreement between an employer and any considerable number of workmen, the law of the State provides an impartial tribunal specially constituted to pass upon such questions and without expense to the parties. The only conditions are that the peace be preserved and the work go on as usual. The experience of this Board in the five months which have elapsed since its organization could not be expected to furnish sufficient opportunity for testing to the full its capacity for doing good work. But it is conceived that, even in this short time, a sal

utary influence has been exerted which, if wisely continued, will tend to establish a better understanding between wage-workers and their employers and give a permanent business status to the Board.

The Board has sought to conduct its business in a practical way, avoiding elaborate rules and, so far as possible, technical formalities, with the single purpose of arriving at the most equitable result in the particular case under consideration for the time being. The public hearings have been orderly, and those who have had occasion to present facts or arguments to the Board have not shown any lack of that respect which should properly be accorded to a board of State officials. By reason of the peculiar nature of the controversies that come within the purview of the statute, and a natural unwillingness to bring private business matters before the public gaze, the Board has been compelled to pursue investigations independently of the parties relative to wages paid or customs practised in places or factories other than the one in question. Information of great value has been obtained by this method of inquiry which could not have been obtained except by an impartial, independent board acting under the authority of the State. It should, however, be observed that this course of proceeding involves great labor and expenditure of time in going about from place to place, and it has been found necessary, for a reasonably prompt and intelligent despatch of business, to employ an agent for the purpose of obtaining such information for the use of the Board. The services of a stenographer to report testimony and arguments at public hearings have been deemed indispensable. Soon after the organization of the Board, a circular was prepared and sent by mail to every person, firm or corporation engaged in manufacturing in the State, and employing not less than twenty-five persons. To assist in this work lists were prepared at the request of the Board from unpublished statistics in the possession of the Bureau of Statistics of Labor. These lists comprised 2,077 establishments, each employing twenty-five workers and upwards; and the total number of employees in these establishments is 238,884, or about two-thirds of the whole number of persons employed in manufacturing industries in this State.

The circular referred to was as follows:—

Commonwealth of Massachusetts.

STATE BOARD OF ARBITRATION AND CONCILIATION,
BOSTON, Sept. 6, 1886.

All manufacturers and other employers of labor, all employees and labor organizations throughout the Commonwealth, are respectfully invited to give careful consideration to the provisions of the following act, passed at the last session of the General Court. The obvious intent of the statute is to provide a means of settling differences between employers and employees in an amicable manner, and so to avoid, as far as possible, the engendering of hostile feeling, and prevent the recurrence of losses and suffering such as have been endured in the past by communities in which recourse has been had to strikes, lockouts and boycotting for the purpose of settling disputes.

AN ACT TO PROVIDE FOR A STATE BOARD OF ARBITRATION FOR THE SETTLEMENT OF DIFFERENCES BETWEEN EMPLOYERS AND THEIR EMPLOYEES.

Be it enacted, etc., as follows:

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in each year, appoint three competent persons to serve as a State Board of Arbitration and Conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed, and if a vacancy occurs, the governor, in the same manner, shall appoint some one to serve out the unexpired term, and may in like manner remove any member of said board. The members of said board shall, before entering upon the duties of their office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman, and one as clerk of said board.

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the clerk of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. Immediately upon the receipt of said application the clerk of said board shall cause public notice to be given of the time and place for hearing. Should the petitioner or petitioners fail to perform the promise made therein, the board shall proceed no further thereupon without the written consent of the adverse party.

SECT. 5. Upon the receipt of such application and after such notice the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the General Court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference, as provided in section three of this act, may agree upon a board of arbitration and conciliation who shall, in the matters referred to them, have and

exercise all the powers which the State board might have and exercise ; and their jurisdiction of the matters referred to them shall be exclusive, except that they may ask and receive the advice and assistance of the State board in the disposition of the matters submitted to them for their determination. The report of any board constituted under the provisions of this section shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the State board.

SECT. 8. The arbitrators hereby created shall be paid five dollars a day for each day of actual service, and their necessary travelling and other expenses, to be paid out of the treasury of the Commonwealth.

SECT. 9. This act shall take effect upon its passage. [Approved June 2, 1886. Chap. 263.

The Board consists of Weston Lewis of Boston, Richard P. Barry of Lynn, and Charles H. Walcott of Concord, and has organized by the choice of Weston Lewis as chairman and Richard P. Barry as clerk.

Applications may be presented to any member of the Board at any time. Printed forms of application may be obtained at the rooms of the Board, No. 13 Beacon Street, Boston, or of the clerk, or of any other member of the Board. Applications in any other form will be received and acted on, if they follow substantially the requirements of the statute ; but the use of the printed forms is recommended, as tending to promote regularity and uniformity in the transaction of business with the Board.

Mr. Lewis's address is 81 Worcester Street, or 56 Summer Street, Boston ; Mr. Barry's, 40 Smith Street, or 8 Munroe Street, Lynn ; Mr. Walcott's, Concord, or 4 Pemberton Square, Boston.

By order of the Board,

WESTON LEWIS,
Chairman.

RICHARD P. BARRY, *Clerk.*

The first application for the advice and assistance of the Board was received from Chelsea, under circumstances which appear in the following decision of the Board, made public on Oct. 4, 1886 : —

In the Matter of the Petition of Charles H. Litchman, in behalf of Employees of T. Martin & Bro. of Chelsea.

In this case the application was signed by Charles H. Litchman, described as a member of one of the executive boards of the organization known as the Knights of Labor, and alleged, among other things,

that a controversy existed at Chelsea, in this Commonwealth, between T. Martin & Bro., manufacturers of elastic web, and their employees, in relation to "wages and other matters technical to the trade;" and that said Litchman, or the said executive board, was the duly authorized agent of a majority of said employees. The application was filed on Sept. 21, 1886, and notice of a hearing having been given by publication in the newspapers, and by mailing copies of the notice to the parties above named, this Board visited the mills of Messrs. Martin, and had an informal conference with the proprietors. On September 27, pursuant to the notice given, the Board met in the council chamber, at the city hall in Chelsea, for the purpose of hearing all persons interested in the subject matter of the petition.

Many of the operatives in whose behalf the application was made were present in person, and stated their grievances, which were such as might properly be brought before a board of arbitration. The members of the firm of T. Martin & Bro. were present in person, but before the petitioners had been heard, or any evidence taken, the attorney acting for the firm interposed the objection that the Board had no jurisdiction of the matter set forth in the application, "because said application is not signed by the majority of the employees of said T. Martin & Bro., nor by a majority thereof in any department, nor by any duly authorized agent of a majority of said employees in any department of their business." A "protest" was added "against any hearing being had in the premises, except so far as may be necessary to show that neither said Litchman nor said executive board are such agents as alleged in such application." After listening to argument upon these points, the Board decided that, as it would be necessary to pursue the inquiry further, in order to bring out the facts upon which the counsel relied in support of his objections, it would be the fairest course towards all parties, and most in accordance with the spirit of the statute, to hear all who wished to be heard on the matter set forth in the petition, and reserve for further and more careful consideration all the points that might be raised. Upon the announcement of this ruling, T. Martin & Bro. and their attorney withdrew, and the hearing was continued in their absence.

The facts developed by the subsequent inquiry left no doubt that the application was signed by the duly authorized agent of a majority of those persons who were employees of T. Martin & Bro. at the time when the grievances complained of were brought to the notice of the firm. But it also appeared that, in May last, all the persons interested in this application voluntarily ceased to work for the firm, and have not, since that time, done any work for them. With the exception of those who may have found employment elsewhere, they have been on a strike for upwards of four months.

The Board has proceeded thus far in what it conceives to be the true spirit of the statute, and with an earnest desire to do all in its power to effect a conciliation of the parties to this dispute, but it has become necessary for the Board to declare its own construction of the powers given to it by the statute. It is clearly in the interest of all concerned that this law should be administered without undue regard for technicalities, but with an intelligent recognition of such limitations as the Legislature clearly intended to establish. If, in practice, the law is found to be materially defective or unnecessarily obscure, it can be amended only by the authority which enacted it.

In cases clearly within the purview of the statute, the power intrusted to the Board is merely to "advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof." This power is to be exercised only as between an "employer" and "his employees." By the terms of section 4, those who apply to the Board are required to "promise to continue on in business or at work, without any lockout or strike, until the decision of said Board, etc.;" and it is further provided that, "should the petitioner or petitioners fail to perform the promise made therein, the Board shall proceed no further thereupon without the written consent of the adverse party."

It will be perceived that the authority conferred is somewhat peculiar in its character and limited in its operation; and, after careful consideration of the provisions of the statute, the Board is of the opinion that the remedy provided by the existing statute can be applied only between employers of labor and those who, at the time of making the application to the Board, are actually at work for them or in their pay, and in a position to promise as above provided. It appears to be the intent of the statute that strikes and lockouts shall be superseded by arbitration and conciliation, or, to say the least, that the more peaceful method shall be tried in the first instance. This view of the matter receives support from the action of the Board of Arbitration of the State of New York, which in two recent cases declined to intervene in an official capacity until the operatives were back in their places and at work. The New York statute is in some respects different from the one in this State, but it confers more extensive powers than the Legislature has given to this Board.

In the case here presented, the operatives sought the good offices of the Board, and with apparent good faith announced their willingness to submit all their grievances, and to abide by the decision, whether favorable or adverse. The employers, on their part, refused to join in the application when invited so to do, and declined to take part in the proceedings, except as before stated. Their protest we are bound to consider as fully and impartially as if they had

remained throughout the hearing, and had assisted the Board to arrive at a just and equitable solution of the real difficulty in hand. And, therefore, for the reasons above given, the Board is compelled to decide that, under the provisions of the statute, it would not be legally justified in offering its advice to either party.

WESTON LEWIS.

RICHARD P. BARRY.

CHARLES H. WALCOTT.

It should be noted that under this application the Board did not proceed to a consideration of the merits of the controversy, but stopped short at the objection of want of jurisdiction. The principle set forth in the above decision, to wit, that this Board has no power to interpose when either party has struck or is locked out, has been recognized by all who have since applied to the Board for aid or advice. In a subsequent case, the Board declined to entertain an application from workmen until after they had returned to work. They returned promptly to their work, and thereupon the Board proceeded to inquire into the matter in controversy, as provided by the statute.

The result of the strike at the factory of T. Martin & Bro., so far as the Board has any information concerning it, is this: Some of the men and women have returned to work in their former places, by agreement with the manufacturers; some have engaged in the manufacture of elastic goods, on the co-operative plan; others have obtained employment elsewhere.

The second decision of the Board was published on November 1, 1886. The following is a copy:—

In the Matter of the Petition of Henry M. Nelson, in behalf of Employees of Harry H. Hale, doing business under the name of the Groveland Mills.

The application in this case was filed on October 11, 1886, and as soon as practicable the members of the Board visited South Groveland, where the mills are situated, and, by inquiry made upon the spot, satisfied themselves that the application was, in fact, authorized by a majority of the employees of the Groveland Mills, and that the hands were actually at work for their employer. After making all reasonable efforts to obtain an interview with the employer, but without success, notice was given, by publication in newspapers printed

in Haverhill and Boston, of a public hearing at South Groveland, on October 18. At the time and place appointed, and afterward by adjournment, on October 21, the Board met and heard from the petitioners and others interested such arguments and statements of fact as they chose to offer. The employer did not appear at the hearings, — a circumstance greatly regretted by the Board.

The complaint of the petitioners, as set forth in the application, was "that the wages paid in said mills are insufficient, and are lower than the wages paid in the majority of manufacturing establishments of a like nature in Massachusetts and elsewhere in New England." The hands, being about four hundred in number, were employed in the manufacture of woollen goods, principally flannels; and that there might be the least possible inconvenience to all parties, care was taken, at the request of the Board, that a few only of the operatives should leave their work at a time, and that they should return to their posts as soon as they had been heard. It should be noted that the petitioners in this case have in all respects kept scrupulously within the law, and have not, at any stage of the controversy with their employer, resorted to the expedient commonly known as a strike. But at the close of the hearing on the first day the Board was informed that the mills were shut down, and that there would be no employment for the operatives for an indefinite time. On the following day, however, at the request of the employer, the operatives in the finishing department returned to work, for the purpose of finishing the pieces of goods which were left in such a condition that, without immediate additional labor, they would become damaged or valueless. The request was complied with at once, and unconditionally, and at the time of the second hearing the operatives in this department were still at work.

The terms in which the grievances are expressed in the written application not only raise the question of the sufficiency of the wages paid, and what amount ought in fairness to be allowed, but offer as a test or standard "the wages paid in the majority of manufacturing establishments of a like nature" in New England. In considering this question the Board has sought to corroborate the statements of fact made at the hearings, and to supplement the information received from the operatives by an investigation pursued independently, and to such an extent as was practicable with the limited means at command, and keeping in view the necessity of a prompt determination of the matter submitted. By pursuing this course, the Board has arrived at the conclusions herein set forth, which are based upon information received, in greater or less detail, from seventeen woollen mills in Massachusetts manufacturing goods similar to those made at Groveland; and the Board takes pleasure in stating that its efforts to obtain

from manufacturers outside of Groveland the facts necessary for the formation of an opinion have been met with uniform courtesy and a readiness to give the Board all possible assistance in its work.

The spinners in the Groveland Mills are paid by the day, reckoned at ten hours, and they receive wages varying from \$1.10 to \$1.40, the last-named sum being the highest except in the case of one man who receives \$1.50. It appears that in all the woollen mills of which the Board has received information, the spinners are paid, not as here by the day, but, like the weavers, according to the amount of work actually done by them, — the spinners being usually paid by the run, the weavers by the cut. The latter method of payment appears to be the fairest to the workmen ; but if, for any peculiar reason unknown to this Board, it is considered preferable in the Groveland Mills to pay spinners by the day, the Board is of the opinion that the wages paid should be equalized to such a degree that men of equal skill and doing similar work, both in kind and amount, may receive the same pay for each day's work ; and that, tried by this rule, the sum of \$1.60 per day, with an additional allowance of ten cents to such as exercise any of the functions of an overseer, is not unreasonable, and ought to be granted. For the same or similar reasons the wool-sorters are considered fairly entitled to receive \$1.75 per day, if the practice is continued of paying them by the day instead of by the weight, the latter method appearing to be more advantageous to both employer and workman. The Board is further of the opinion that in these mills the wool-washers ought, in fairness, to receive \$1.40 per day ; competent wool-pickers, \$1.35 per day ; competent piecers, \$1.00 per day ; head stock piecers, \$1.50 per day ; boys and girls in the carding and finishing rooms, 60 cents and 70 cents per day, according to age, skill and experience ; warp-dressers, \$1.80 per day. The prices paid to other operatives, tried by the standard submitted by the petitioners themselves, do not appear to demand any revision by the Board.

The prices recommended above are intended only for a full day's service of a person competent to do the work to which he is assigned. It would be reasonable, and according to the general practice, to allow an additional amount, whenever the character or amount of work done materially and uniformly exceeds that of workers in the same department taken as a class. And, on the other hand, it could not be claimed with reason that those who were learning their trade should receive the pay of a competent workman.

The wages earned in these mills are paid once a month, and it was the unanimously expressed wish of the operatives that their wages be paid them once a week, as is required of corporations. But the employer here is not a corporation, and the demand for weekly pay-

ments was not embodied in the written application. It is not, therefore, necessary to pass upon this part of the case as presented at the hearing.

WESTON LEWIS.

RICHARD P. BARRY.

CHARLES H. WALCOTT.

The lockout at South Groveland continued until November 15. Work was then given to most of the employees, upon their signing a declaration of their "willingness to work at our former wages until such time as our employers shall deem it advisable for their interest and for ours to increase our pay." There has since been an increase in wages, and something done towards correcting the inequalities complained of. Upon the resumption of business, however, four men and one woman who appeared before the Board and testified at the public hearing were denied work, and have not since been employed in these mills.

The following is the third case which came under the consideration of the Board. The decision was rendered on December 16, 1886.

In the Matter of the Petition of William B. Pattison, in behalf of Employees of Sylvester Tower of Cambridge.

The petitioners are employed in making keys and sharps for pianos and organs, and in the manufacture of actions,—that is, the combination of parts of a musical instrument between the keyboard and the hammer. The employees are about one hundred and thirty in number, all told; and grievances are alleged concerning the rate of wages paid; the number of hours required for a week's work; as to the method of payment, whether by the piece or by the day, and the wages of women in comparison with the wages of men. The employer declined to join in the application, and did not appear at the hearing.

An advance in wages is claimed for five men employed in the manufacture of sharps, which are made from logs of ebony. Most of their work is done with saws, and is not only unhealthy, but dangerous. The evidence tended to prove that insufficient precautions have been taken, in this part of the establishment, for carrying off the black dust, or to afford proper ventilation and a reasonable degree of security to the persons of the men employed. They now receive wages varying from \$8 to \$12 per week, and asked for an increase of twenty •

per cent., which, if granted, would add to the cost of production about two cents per set, and could not affect injuriously the profits of the business as a whole. Therefore, the Board is of the opinion that for work of this character, performed with the machinery and under the general conditions described by witnesses at the hearing, the wages demanded would not be excessive and ought to be paid.

Sixteen girls and women are employed on certain parts of the action,—a portion of the work which, until recently, was performed by men at a higher rate of wages than is now paid for like services; and it is urged that the women so employed ought, in fairness, to receive as high compensation as is paid to men for work similar in kind, quality and amount. The women here are engaged wholly upon piece work, and the abstract proposition, that a woman who does a man's work and does it as well as he can do it, should receive a man's pay, commends itself strongly to the judgment of the Board; but the women employed in the shop in question did not appear in person at the hearing, nor does it clearly appear that they meant to join in the application as parties aggrieved. The Board, therefore, as the case stands, cannot make any recommendation concerning them.

It is the desire of the petitioners that a week's labor be comprised within fifty-nine hours, by a calculation which allows ten hours each for five days in the week and nine hours for Saturday. The reasonableness of this request is, perhaps, sufficiently shown by the fact that, after application had been made to the Board and notice of a hearing had been ordered, a written notice was posted in the manufactory, presumably by the employer or his agent, stating that thereafter the time would be reduced to fifty-nine hours per week. It is obvious that, to be rightly appreciated, this action on the part of the employer should be understood as an expression of his intention to shorten the time without deduction from the wages of the day hands.

Complaint is made that, in the several departments of this shop, the practice of employing men to work by the day, instead of by the piece, tends to the injury of skilled workmen who have been accustomed to piece work, and that the result of the change which is going on is to reduce the wages of skilled labor by bringing into competition with it the labor of youths who are learning the trade, and therefore are willing to work for a lower compensation. Where piece hands and day hands are employed together on the same branch of work, a desire was generally expressed that they be paid on a uniform plan,—that is, all by the piece or set, or all by the day,—and that setting up the actions should always be paid for by the piece

The Board has learned, by inquiry made in other well-known manufactories where piano actions are made, that, in some establishments at least, the work is paid for throughout at fixed prices per set; and

this method of payment is thought by those who use it to be the best for all concerned. But it also appears that the practice of action-makers is not uniform in this particular; and since it is admitted that the objections urged in this case against the introduction of day work are founded to some extent upon what, as is feared, will happen in the future, it does not clearly appear in this branch of the case that such a grievance exists at the present time as would warrant any positive recommendation. But if, upon due consideration, the employer should become convinced that the desired change would not work substantial injury to his business, there is reason to believe that the concession would be positively beneficial to all parties, by promoting harmony and good feeling throughout the establishment.

WESTON LEWIS.

RICHARD P. BARRY.

CHARLES H. WALCOTT.

The reduction of the number of hours required for a week's work has proved to be quite as beneficial to the men and women employed in this establishment as was expected. This change was the direct result of the application to the Board, and, in the opinion of the employees' agent, "is worth all the time, expense and labor involved in the controversy." All other matters complained of remain as before.

On December 29, an application was received from South Weymouth, signed by H. B. Reed & Co., manufacturers of boots and shoes, and by David S. Murray, in behalf of the employees of said firm. The decision of the Board, rendered January 29, was as follows:—

In the Matter of the Joint Petition of H. B. Reed & Co. of South Weymouth, and their Employees.

The questions raised on either hand, in this case, relate to prices paid for labor in the manufacture of boots and shoes. Certain "Rules" also are submitted by the workmen for the approval of the Board. Both parties appeared, and after a full hearing the Board made an investigation for itself of prices paid and methods employed in other shops where goods of a similar character are made. Both parties desired that the Board should make such inquiry, and expressed their willingness to abide by the results obtained from competing shops, due allowance being made at all times for substantial differences in methods and machinery used. Few of the more modern improved appliances are used in this shop, and all the work (ex-

cept stitching) to which the following price list applies is done by foot-power. On the evidence adduced at the hearing, supplemented by further information from fourteen separate establishments, the Board hereby recommends the following price list for the shop of H. B. Reed & Co. of South Weymouth:—

PRICE LIST.

CRIMPING.

Not gummed—straight forms—nothing found.

Men's calf boots, black or red side out,	\$0 55
Boys' calf boots, black or red side out,	55
Opera calf boots,	30
Sample calf boots, per pair,	07
Machine crimping, per case,	25

STITCHING BOOTS.

Staying seams,	\$0 10
Stitching California, No. 1,	16
Stitching California, No. 2,	11
Stitching New England and staying, No. 1,	23
Stitching New England, No. 2,	11
Stitching Western, No. 2,	08
Stitching feet-lining on boots,	10
Siding,	18
Turning,	11

STITCHING UPPERS.

Seamless Vamp.

Balmorals, cat-stitched or turned edges, No. 1,	\$2 25
Balmorals, cat-stitched or turned edges, No. 2,	2 00
Balmorals, cat-stitched or turned edges, extension top, No. 1,	2 35
Balmorals, side lace, bound,	2 60
Balmorals, grain, chamois lined,	2 05
Balmorals, grain, bellows tongue,	2 35
Balmorals, overlapped tops,	2 15
Buttons, cat-stitched or turned edges, No. 1,	3 00
Buttons, cat-stitched or turned edges, No 2,	2 60
Congress, No. 1,	2 00
Congress, No. 2,	1 75
Congress, imitation lace anchor, No. 2,	1 85
Congress, calf lined,	2 25
Congress, back-stay stitched,	2 25
Congress, 4 worked holes, imitation button, No. 2,	2 35
Congress, 7 worked holes, open front, scallop, No. 2,	2 85
Congress, Marshall,	2 50
Balmoral, fancy patent,	1 95
Congress, fancy patent,	2 15

STITCHING UPPERS — *Continued.*

Creedmores, grain, foxed quarter, pinked,	\$2 60
Creedmores, grain, whole quarter,	2 35
Creedmores, Puritan, foxed quarter,	2 40
Creedmores, hair calf lined, extra,	2 65
Creedmores, new pattern,	2 50
Prince Alberts, 3 worked holes, imitation buttons,	1 95
Seamless Oxfords,	1 65
Oxford ties, plain quarter,	1 25
Oxford ties, foxed quarter, bound,	1 75
Oxford ties, side lace,	1 75
Button Oxfords, four worked holes, whole quarter,	1 90
Button Oxfords, four worked holes, foxed quarter, bound,	2 10
Button Oxfords, four worked holes, gore front,	1 90
Button Oxfords, seamless,	1 75
Strap tie,	1 10

EXTRAS.

Zigzag stitch on balmorals,	\$0 50
No. 1 vamp,	10
No. 2 vamp,	10
No. 3 vamp,	15
Machine-punched tips,	15
Folded edges,	10

FITTING SOLES.

Pump or half-double sole, pump soles coated with shellac, No. 1,	\$0 70
Pump or half-double sole, pump soles coated with shellac, No. 2,	60
Sole and long welt, No. 1,	80
Sole and long welt, No. 2,	75
Half-double sole and long welt, No. 1,	95
Half-double sole and long welt, No. 2,	95
Waukenphast, no slip tap, No. 1,	95
Waukenphast, no slip tap, No. 2,	80
Waukenphast and slip tap, No. 1,	1 00
Waukenphast and slip tap, No. 2,	1 00
Tap sole, no welt, No. 1,	85
Tap sole, no welt, No. 2,	75
Tap sole and short welt, No. 1,	1 00
Tap sole and short welt, No. 2,	1 00
Tap sole and long welt, No. 1,	1 00
Tap sole and long welt, No. 2,	1 00
Long tap sole and short welt, No. 1,	1 10
Long tap sole and short welt, No. 2,	1 00
Long tap sole and long welt, No. 1,	1 10
Long tap sole and long welt, No. 2,	1 00
Long tap and sole, No. 1,	1 00
Long tap and sole, No. 2,	90
Double decker, half-double sole, No. 1,	1 15

Double decker, half-double sole, No. 2,	\$1 00
Double decker, sole and slip, No. 1,	1 00
Double decker, sole and slip, No. 2,	90

NAILING BY HAND.

Pump or half-double sole, plain screw, No. 1,	\$0 35
Pump or half-double sole, plain screw, No. 2,	35
Pump or half-double sole, diamond copper nailed, No. 1,	75
Pump or half-double sole, diamond copper nailed, No. 2,	65
Pump or half-double sole, plain centre, copper nailed, No. 1,	60
Pump or half-double sole, plain centre, copper nailed, No. 2,	55
Pump or half-double sole, plain centre, three rows nails, No. 1,	85
Pump or half-double sole, plain centre, three rows nails, No. 2,	75
Double sole, slip and welt nailed with iron nails, plain screw, No. 1,	50
Double sole, slip and welt nailed with iron nails, plain screw, No. 2,	50
Double sole, slip and welt nailed with iron nails, diamond copper nailed, No. 1,	75
Double sole, slip and welt nailed with iron nails, diamond copper nailed, No. 2,	75
Double sole, slip and welt nailed with iron nails, 3 rows, copper nailed, No. 1,	75
Double sole, slip and welt nailed with iron nails, 3 rows, copper nailed, No. 2,	75
Tap sole and welt, plain screw, No. 1,	50
Tap sole and welt, plain screw, No. 2,	50
Tap sole and welt, diamond copper nailed, No. 1,	75
Tap sole and welt, diamond copper nailed, No. 2,	75
Tap sole and welt, 3 rows copper nails, plain centre, No. 1,	80
Tap sole and welt, 3 rows copper nails, plain centre, No. 2,	75
Tap sole and welt, 2 rows copper nails, plain centre, No. 1,	65
Tap sole and welt, 2 rows copper nails, plain centre, No. 2,	65
Long tap sole, plain screw, No. 1,	65
Long tap sole, plain screw, No. 2,	60
Long tap sole, diamond copper nailed, No. 1,	85
Long tap sole, diamond copper nailed, No. 2,	80
Long tap sole, 3 rows copper nails, plain centre, No. 1,	85
Long tap sole, 3 rows copper nails, plain centre, No. 2,	80
Tap sole and welt, grain shoe, 2 rows screws in shank, No. 1,	60
Tap sole and welt, grain shoe, 2 rows screws in shank, No. 2,	60

CHANNELLING, SEWING, ETC

Shoes.

Channelling, No. 1 and No. 2,	\$0 05
Nailing heel-seats, No. 1 and No. 2,	05
Pulling lasts, No. 1 and No. 2,	05
McKay sewing, No. 1,	14
McKay sewing, No. 2,	12
Running out welts, No. 1 and No. 2,	08

Fair stitching, No. 1,	\$0 14
Fair stitching, No. 2,	13
Cutting off stitches, No 1 and No. 2,	08
Relasting, No. 1 and No. 2,	05
Stitching channels and beating out, No. 1,	20
Stitching channels and beating out, No. 2,	18

Boots.

Same prices as for shoes; and	
Turning down tops,	\$0 05

BLOCKING ON HEELS.

California, 1½ inches high, two runners, No. 1,	\$0 45
California, 1½ inches high, two runners, No. 2,	40
Western, 1½ inches high, two runners, No. 1,	45
Western, 1½ inches high, two runners, No. 2,	40
New England, 1½ inches high, two runners, No 1,	40
New England, 1½ inches high, two runners, No. 2,	40
New England, 1½ inches high, two runners, No 1,	35
New England, 1½ inches high, two runners, No. 2,	35
Strap shoes, 1 inch high, one runner, No. 1,	35
Strap shoes, 1 inch high, one runner, No. 2,	30
Congress shoes, 1½ inches high, one runner, No. 1,	35
Congress shoes, 1½ inches high, No. 2,	35
Extra for long tap, cutting breast of heel,	08
Extra for driving one row of slugs,	10

Driving seven common slugs included in these prices.

SHAVING HEELS.

Congress, 1 inch high, one runner, No. 1,	\$0 20
Congress, 1 inch high, one runner, No. 2,	15
Congress (high), 1½ inches high, one runner, No. 1,	20
Congress (high), 1½ inches high, one runner, No. 2,	18
New England, 1½ inches high, two runners, No. 1,	20
New England, 1½ inches high, two runners, No. 2,	15
New England (high), 1½ inches high, two runners, No. 1,	20
New England (high), 1½ inches high, two runners, No. 2,	18
R. & F & Co., 1½ inches high, two runners, No. 1,	20
R. & F. & Co., 1½ inches high, two runners, No. 2,	18
California, 1½ to 1¾ inches high, two runners, No. 1,	20
California, 1½ to 1¾ inches high, two runners, No. 2,	20
Strap shoes, ½ inch high, one runner, No. 1,	20
Strap shoes, ½ inch high, one runner, No. 2,	15
T. W. shoes, 1½ inches high, two runners, No. 1,	20
T. W. shoes, 1½ inches high, two runners, No. 2,	20

BLOCKING AND SHAVING HEELS.

Hoodlums,	\$1 25
Lines nailed, 1½ rows diamond slugs,	1 10
Waukenphast, 1 row diamond slugs,	1 00

EDGE MAKING.

Pump or half-double sole, No. 1,	\$0 70
Pump or half-double sole, No. 2,	60
Tap sole, no welt, No. 1,	85
Tap sole, no welt, No. 2,	80
Tap sole and welt, No. 1,	90
Tap sole and welt, No. 2,	80
Railroad,	1 40
Stitched aloft, No. 1,	1 25
Stitched aloft, No. 2,	1 15
Cork sole, imitation of tap, No. 1,	1 15
Cork sole, imitation of tap, No. 2,	1 15
Cork sole, imitation of tap, half-double sole, No. 1,	1 10
Cork sole, imitation of tap, half-double sole, No. 2,	85

TREEING.

Men's calf boots,	\$0 60
Boys' calf boots,	50
Men's opera boots,	50
Men's grain Napoleon,	25
Men's calf shoes rubbed once,	20
Men's shoes, dongola, grain and goat, rubbed once,	15
Sample boots, per pair,	06
Sample shoes, per pair,	04

HAND-SEWED BOOTS AND SHOES.

Hand-sewed boots or shoes, No. 1,	\$13 75
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The following rules agreed to by both parties are approved by the Board: —

RULE I. For all extra work extra compensation shall be received.

RULE II. Should any differences arise hereafter touching any matter not provided for in the foregoing rules, such differences shall go before the local executive board of the Knights of Labor for adjustment and decision.

The other rules presented to the Board are not approved.

WESTON LEWIS.

RICHARD P. BARRY.

CHARLES H. WALCOTT.

The next two applications were received from the city of Lynn, — one from Louis C. T. Schleber, acting in behalf of the employees of Francis W. Breed, and another from Mr. Breed himself, — both, however, presenting in reality different phases of one controversy. Neither party was willing to join

in the petition presented by the other side; but after three days spent in a hearing on the first petition, an understanding was arrived at, in accordance with which both of these *ex parte* applications were placed on file without further action on the part of the Board, and in their stead a joint application signed by Mr. Breed and the agent of his employees was filed. An extended hearing has been had in this case, which is still held by the Board under advisement. The matters involved are deemed to be of the greatest importance to the shoe manufacturers of Lynn, as well as to those whose skilled labor has so largely contributed to the prosperity which has heretofore blessed that city and made it pre-eminent in the shoe manufacturing industry of the country. The questions presented affect two shops only, but the issues have been framed with the expectation that the prices to be paid throughout the city of Lynn for work of the same grade as Mr. Breed's work will be determined by the decision in this case. Hence the importance of the case can hardly be exaggerated.

RECOMMENDATIONS.

1. From the beginning, the Board has been seriously embarrassed for want of a permanent clerk to conduct correspondence, do general office business, and keep the records of the Board's doings. It is obviously impossible for a perambulating board like this to keep in communication with the public, except through a stationary clerk, who may always be found at the rooms of the Board, and in a position to answer inquiries and give such information as may reasonably be expected by the public and all persons having business with the Board. The requirement of the statute that a member of the Board shall be chosen clerk has been shown by experience to be ill adapted to the actual necessities of the business to be done, and incompatible with the performance of other duties required of the member so chosen.

2. A further recommendation is made that the Board be given a discretionary power to summon witnesses and to examine them under oath.

3. The statute requires that the written application to the Board shall contain "a promise to continue on in business or at work without any lockout or strike until the decision of said

Board, if it shall be made within three weeks of the date of filing said application." It is, perhaps, fairly to be inferred from this clause that the framers of the law contemplated that the decision of the Board would be rendered within the same period of three weeks. But in two cases already the time has been extended by agreement of parties, at the request of the Board; and it requires no great foresight to predict that proper regard for the convenience of parties, as well as a full consideration of the important matters of business submitted, will often require the expenditure of more time than is contemplated by the existing provisions of law. It must, of course, be assumed that action will be as prompt as the nature of the case and other engagements will permit; but it is submitted that, for the reasons indicated above, it would be expedient either to abolish the limit of time altogether or to extend it to six weeks, at least.

4. It is further recommended that the Board be empowered to dispense with the public notice and public hearing required by the statute, whenever a request in writing to that effect is signed and presented by both parties to the controversy, or by their duly authorized agents. It is not difficult to conceive of cases in which a public hearing would not serve any useful purpose, but might deter parties from seeking aid and advice which under more favorable circumstances would have been deemed a real assistance in the prosecution of their business or the redress of grievances.

5. The compensation provided by the statute for the services of the Board was, of necessity, fixed without the aid of actual experience concerning the character and extent of the duties likely to devolve in practice upon such a tribunal. The Board begs leave to suggest that the section relating to this subject be reconsidered, and such amendments made as may seem just and appropriate.

Respectfully submitted,

WESTON LEWIS.

RICHARD P. BARRY.

CHARLES H. WALCOTT.



HOUSE

. . . . No. 90.

ANNUAL REPORT

OF THE

State Board of Arbitration.

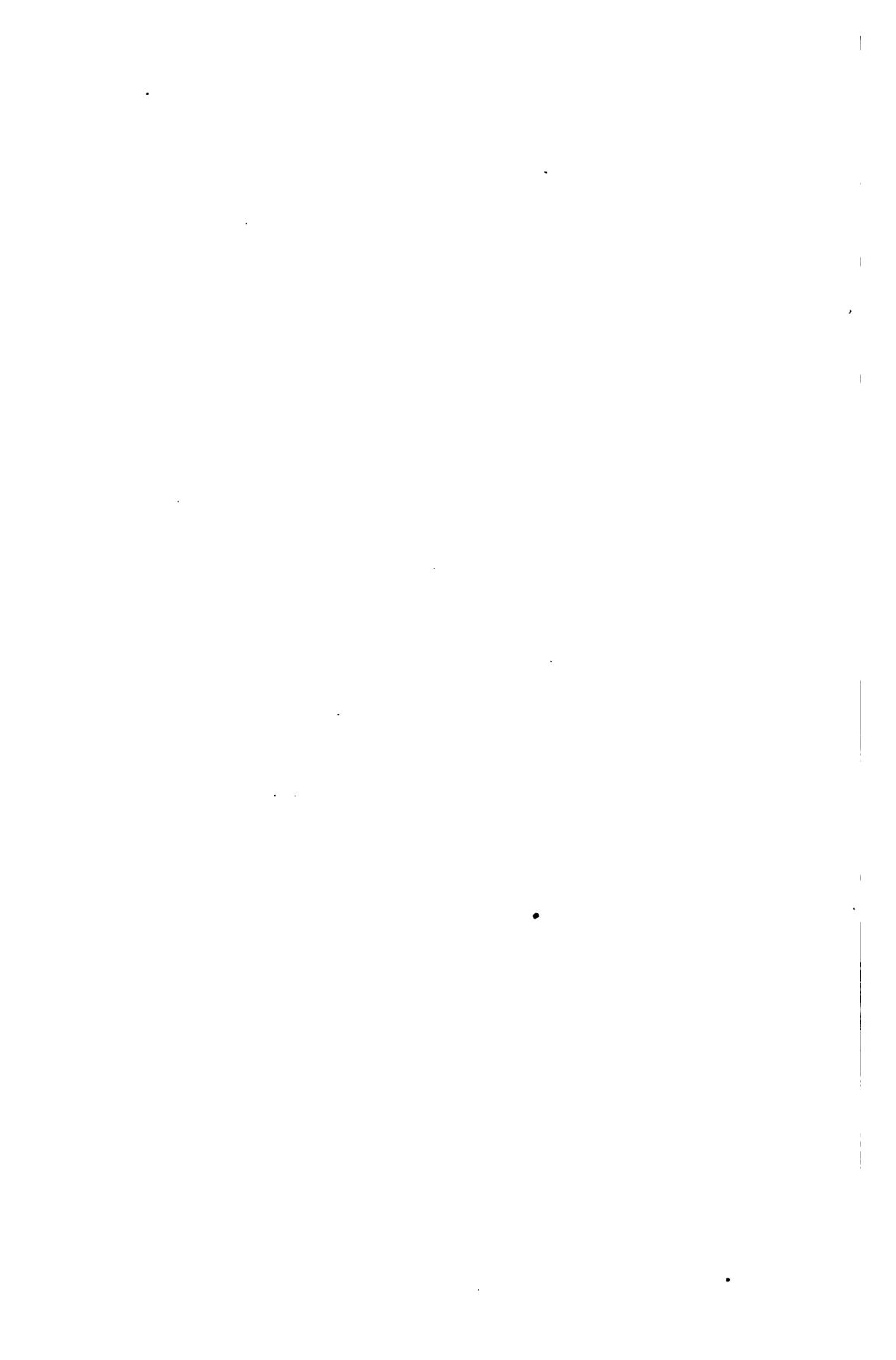
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BOSTON:

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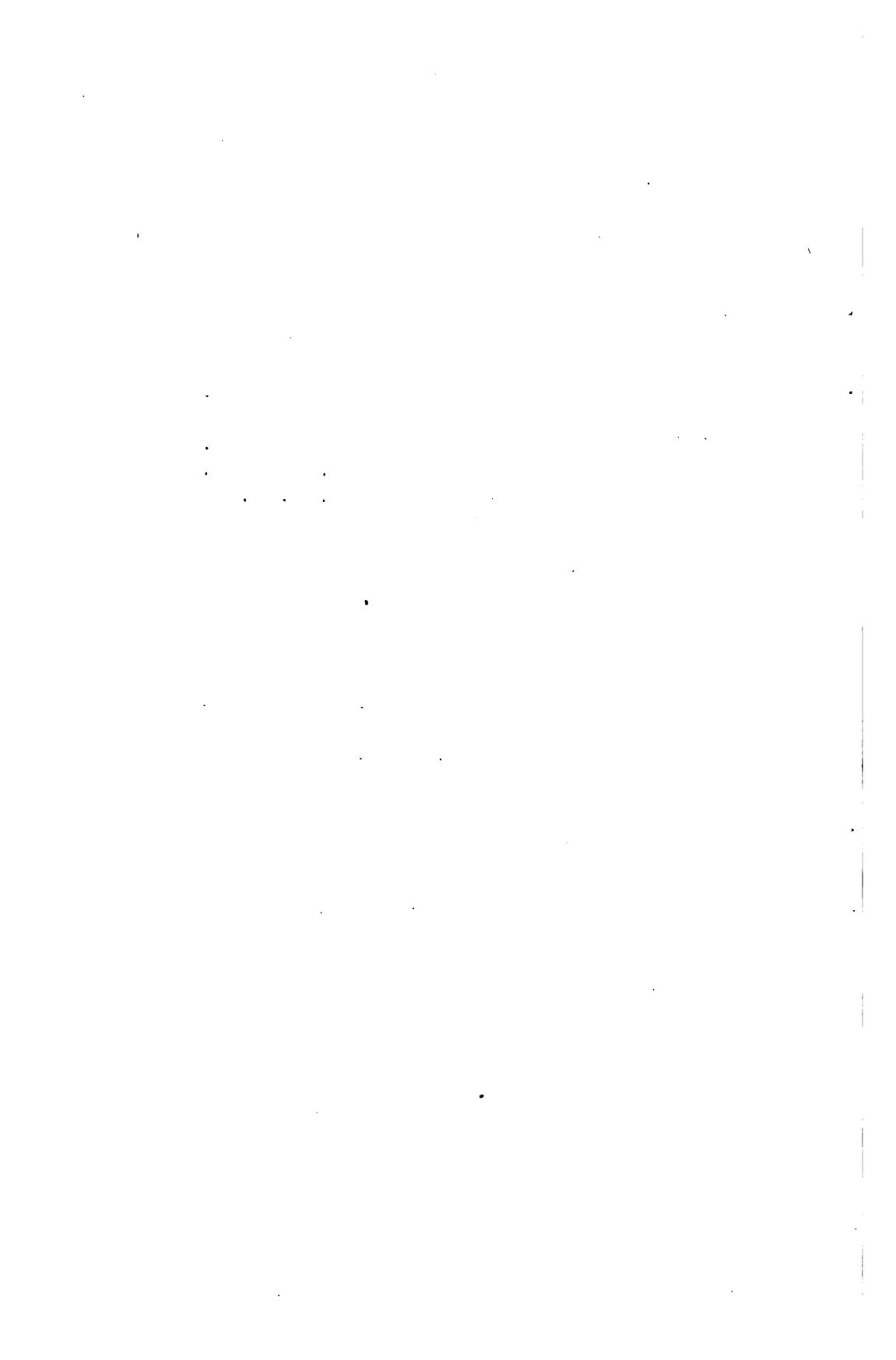
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1888.



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Commonwealth of Massachusetts.

STATE BOARD OF ARBITRATION,
BOSTON, January 31, 1888.

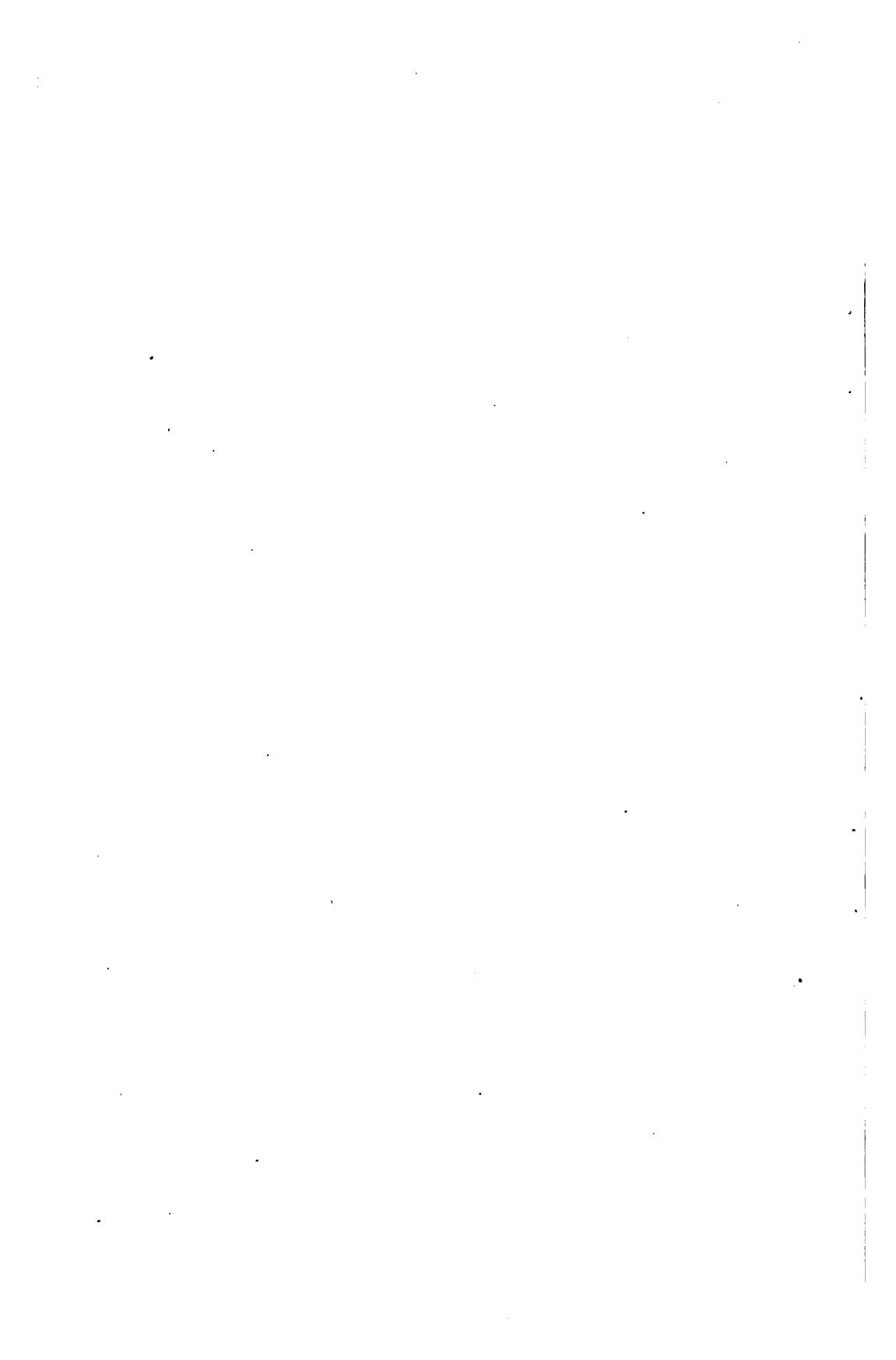
Hon. CHARLES J. NOYES, *Speaker of the House of Representatives:*

SIR: We have the honor to present herewith the Annual Report of this Board for the year ending December 31, 1887.

Very respectfully,

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,

State Board of Arbitration.



SECOND ANNUAL REPORT.

The practical results of arbitration and conciliation, applied to controversies and differences of opinion between employers and employees, have been apparent, during the past year, in most of the manufacturing districts of the State. Little more than a year ago the business world was agitated by long-continued strikes and lock-outs, accompanied by loss, suffering and privation, which only those directly involved could fully appreciate. In this Commonwealth the counties of Suffolk, Essex and Worcester, were battle-fields of opposing forces, unable even to confer together under circumstances calculated to promote harmony of feeling. It frequently happened that bitterness, born of open and prolonged hostility, obscured the real points of difference, and a settlement could be attained only through the exhaustion of one party or the other.

The Act of 1886 did not provide for any interposition by the Board, in the name of the State, except when application was made therefor in writing, either by employer or employees, or by both; and, until the act was amended at the last session of the General Court, the Board was powerless to interfere of its own motion, even where the way seemed clear for an adjustment of differences on a fair and reasonable basis. The statute of 1887, chapter 269, printed herewith, made several salutary changes in the law, but none more important than the provision which makes it the duty of the Board, when a strike or lock-out is seriously threatened or has actually occurred, to put itself in communication with the parties and endeavor by mediation to effect an amicable set-

tlement, or to persuade them to submit the matters in dispute to arbitration.

The practical application of this provision of the law has been followed by good results in every instance. Sometimes one party or the other, for reasons not always clear or well understood, has declined to submit the case to the decision of the State Board, or to a local board, to be selected by the parties themselves; but even in these cases we have been able, through the knowledge gained by direct contact with the parties and with the questions involved, to point out the way to a peaceful solution of the difficulty. Experience has demonstrated the fact that, if an untenable position has been assumed for the time being, it can in no way be abandoned with so little disturbance of self-respect as by conforming to the recommendations of an impartial board, acting in the name of the State.

Whenever the Board has interposed, without first receiving an application from one or both of the parties, our first aim has been to induce the workmen to resume work, and the employer to receive them back, to the end that the business be continued as usual, under the same conditions as existed at the beginning of the disturbance, or on any new conditions agreed upon by the parties. This having been attained, with the understanding that the matters in dispute are to be submitted to arbitration, the work of conciliation is more than half done, and there is comparatively little difficulty in ascertaining the grievances which are entitled to consideration. These can be discussed calmly and with all the deliberation that the case may require, and, by the time a decision is announced, the improved relations of the parties to each other have already prepared the way for such re-adjustment as a fair disposition of the whole matter may seem to require.

Besides the hearing and investigation of grievances submitted in due form, on the joint application of both parties, the

Board has been frequently consulted, as well by employers as by working-men and working-women, in regard to differences which did not call for any extended inquiry, and were quietly adjusted without publicity and without any formal hearing or adjudication by the Board.

Since the enlargement of the powers and duties of the Board by the act passed at the last session of the General Court, the members of the Board have been daily in attendance at their rooms, No. 13 Beacon Street, Boston, except when the presence of the full Board was required elsewhere, and, generally speaking, the duties of the position have demanded the constant attention and watchfulness of all the members of the Board.

The power to summon operatives as witnesses has been exercised in three instances only,—once at the request of an employer, and twice at the request of employees. No fees for attendance have been claimed by witnesses, and none have been paid. It has not been necessary to summon "any person who keeps the records of wages earned," or to "require the production of books containing the record of wages paid." In every case where an inspection of books has been deemed necessary the opportunity has cheerfully been granted to the Board, or to some member of it, and in no case has such inspection been made except at the request of the employer whose business matters were therein set down.

In the period of sixteen months during which the Board has been in existence it has been called upon to investigate some of the minutest details of the manufacture of piano-actions, boots, shoes, paper, of cotton spinning, wool-sorting and spinning, stone-cutting, and other trades. The occasional employment of a stenographer for taking testimony, and of expert agents to assist in comparison of prices and methods of manufacture, has been necessary, and has afforded efficient aid in enabling the Board to reach

satisfactory conclusions. So far as those conclusions have met with the approval of persons most competent to judge of them in matters of detail, to that degree, at least, may it be said that the doubts, once expressed in some quarters, of the ability of a permanent state board to deal with various industries in such a manner as to inspire confidence, have failed of confirmation.

It gives us pleasure to say that wherever the Board has had occasion to go in the discharge of the duties imposed by law, it has met with much courtesy and received valuable assistance from officers of cities and towns, and reporters for the daily press. In the prosecution of our work, especially when we have entered uninvited upon the scene of disturbance, the moral support and encouragement supplied by town and city officials, together with the active and sympathetic co-operation of the press, have gone far in some cases to ensure success, where, without this support and assistance, our efforts might have been unavailing.

In all the cases regularly submitted by both parties, the recommendations of the Board have been accepted and acted upon without material variation, and, although by law the binding force of a decision is limited to the term of six months, it has generally happened that the status of the parties has remained unchanged after the expiration of the prescribed time. It is in the power of either party to end its legal obligation by giving a notice in writing to the other party, that, at the expiration of sixty days from the date of the notice, the dissatisfied party will not be bound by the terms of the decision ; and such notice has in fact been given in two cases, — once by the employer and once by the agent of the employees. But in neither of these cases was any action taken at the expiration of the sixty days, and the Board's work has stood on as firm a foundation as in other cases. One cause of this gratifying result is the fact that

every decision rendered has received the concurring signatures of the three members of the Board.

The Board has received notice of two controversies settled by local arbitration; one in Marlborough, the other in North Adams. The reports forwarded to us are printed in this volume. It will be noticed that one decision bears the signatures of two of the local arbitrators only. In all cases where this Board has sought by mediation to effect an amicable settlement, the parties have been reminded of their power to choose a local board in preference to the State Board, but no preference for a local board has been shown except in one instance; and then, after several weeks had been spent in ineffectual attempts to agree upon a local tribunal, both parties turned to the State Board for relief.

To sum up the results of our experience, we have no hesitation in affirming our sincere belief in the efficacy of conciliation, mediation and arbitration, as contemplated by the laws of this state for the settlement of differences between employers and employed. It is due to the working-men, considered as a body and to the members of labor organizations that have come in close contact with the Board, to say that there appears to be among them an increasing aversion to strikes, and a more ready acquiescence in the adoption of methods that appeal to the sense of justice and to right reason. The very existence of a board ever ready to entertain such appeals, from whatever quarter they may come, is of itself a reminder of the excellence of peaceful methods in comparison with strife; and thus employers and employed are compelled, as it were, to choose their positions more carefully, to be more reasonable in their demands, and more ready to make concessions for the purpose of meeting and proceeding together on common ground for their mutual advantage. Whatever influence this Board has been able to exert has been thrown in this direction, and, without doubt,

settlements are more readily arrived at by the parties themselves because of its existence as a possible board of appeal, easy of access and actuated by the single purpose of doing justice between man and man. It should not be expected that all questions directly involving the earnings or profits of considerable numbers of men and women, having interests that are in some degree conflicting, will be settled at once and for all time by any single agency. But whatever tends to establish more kindly relations between citizens and neighbors, and to uphold justice and right as the standards by which those questions must sooner or later be tried, is an agency which cannot fail to meet with due appreciation by free and intelligent members of an enlightened Commonwealth.

In the subsequent pages of this report appear all the decisions of cases regularly submitted to the Board, with occasional comments where a further statement of facts was deemed necessary for a proper understanding of the case. We have also prepared concise reports of the general features of controversies not formally submitted, but investigated at greater or less length by the Board, showing what action was taken by the Board in each instance, and the result so far as known to us. Where no comment is made upon a decision, it is to be understood that the recommendations embodied in it were promptly adopted and are still in force.

AN ACT TO PROVIDE FOR A STATE BOARD OF ARBITRATION FOR THE SETTLEMENT OF DIFFERENCES BETWEEN EMPLOYERS AND THEIR EMPLOYEES.

Be it enacted, etc., as follows:

[SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in each year, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of

them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two; *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed, and if a vacancy occurs the governor, in the same manner, shall appoint some one to serve out the unexpired term, and may in like manner remove any member of said board. The members of said board shall, before entering upon the duties of their office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman, and one as clerk of said board.]

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record, to be kept by the clerk of said board, and a short statement thereof published in the annual report herein-after provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

[SECT. 4. Said application shall be signed by said employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. Immediately upon the receipt

of said application the clerk of said board shall cause public notice to be given of the time and place for hearing. Should the petitioner or petitioners fail to perform the promise made therein, the board shall proceed no further thereupon without the written consent of the adverse party.]

SECT. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published, at the discretion of the same, in an annual report to be made to the general court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

[SECT. 7. The parties to any controversy or difference, as provided in section three of this act, may agree upon a board of arbitration and conciliation, who shall, in the matters referred to them, have and exercise all the powers which the state board might have and exercise; and their jurisdiction of the matters referred to them shall be exclusive, except that they may ask and receive the advice and assistance of the state board in the disposition of the matters submitted to them for their determination. The report of any board constituted under the provisions of this section shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.]

[SECT. 8. The arbitrators hereby created shall be paid five dollars a day for each day of actual service, and their necessary travelling and other expenses, to be paid out of the treasury of the Commonwealth.]

SECT. 9. This act shall take effect upon its passage. [Approved June 2, 1886.

AN ACT TO AMEND AN ACT TO PROVIDE FOR A STATE BOARD OF ARBITRATION FOR THE SETTLEMENT OF DIFFERENCES BETWEEN EMPLOYERS AND THEIR EMPLOYEES.

Be it enacted, etc., as follows:

SECT. 1. Section one of chapter two hundred and sixty-three of the acts of the year eighteen hundred and eighty-six is hereby

amended so as to read as follows:— *Section 1.* The governor, with the advice and consent of the council, shall, on or before the first day of July, in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however,* that if the two appointed do not agree on the third man, at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board shall choose one of its members as secretary, and may also appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding nine hundred dollars a year.

SECT. 2. Section three of said chapter is hereby amended by striking out the word “clerk” in the sixteenth line and inserting in place thereof the word:— secretary.

SECT. 3. Section 4 of said chapter is hereby amended so as to read as follows:— *Section 4.* Said application shall be signed by said employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When

an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board.

SECT. 4. Section seven of said chapter is hereby repealed and the following section inserted in place thereof:—*Section 7.* The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decisions shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbi-

trators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

SECT. 5. Section eight of said chapter is hereby repealed and the following sections inserted in place thereof:— *Section 8.* Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act. *Section 9.* Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forth-

with by the board ; and for such purpose the board shall be entitled to draw from the treasury of the Commonwealth as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four. *Section 10.* The members of said state board shall, until the first day of July in the year eighteen hundred and eighty-seven, be paid five dollars a day each for each day of actual service ; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth, and both before and after said date they shall be allowed their necessary travelling and other expenses, which shall be paid out of the treasury of the Commonwealth.

SECT. 6. This act shall take effect upon its passage.

[Approved May 14, 1887.

When the last annual report was submitted, the Board had under consideration the questions presented in the joint application made by Francis W. Breed of Lynn, and his employees. In some respects this is the most important case thus far investigated by the Board by reason of the large number of working men and women affected, and the direct influence of the decision upon the shoe manufacturing interests of Massachusetts, especially of Lynn. When the matters involved in this case were first brought to the notice of the Board the business of the city was comparatively dull, many persons were out of employment, the price-lists had run out and the local joint board of arbitration had failed to agree upon new prices or to agree that the old prices should continue. A feeling of uncertainty pervaded the chief industry of the city, causing uneasiness among the workmen and tending to the withdrawal of capital from the city. Some of the manufacturers had already made arrangements for transferring their business to the country towns of New Hampshire and Maine, and others were seriously contemplating a like course.

The decision of the Board was as follows :—

BOSTON, Feb. 8, 1887.

IN THE MATTER OF THE JOINT PETITION OF FRANCIS W. BREED OF LYNN, AND HIS EMPLOYEES.

One aspect of this controversy was first presented by an application made by Louis C. T. Schleber, on Dec. 14, 1886, in behalf of the employees; and at about the same time the employer made a separate application, stating the grievance that he wished the Board to consider. Neither party was willing to join in the application made by the other; but after three days had been spent in a hearing on the employees' petition an understanding was arrived at, in accordance with which both applications were placed on file at the request of the parties respectively interested, and the present petition was filed, being a joint application from Mr. Breed and his employees, represented by Mr. Schleber, as before.

The first specification of grievances is "that Francis W. Breed has refused to treat with the Executive Board of District Assembly 77 or other authorized agents of his employees." In respect of this allegation, the Board finds that on several occasions within the last six months Mr. Breed has, for one reason or another, refused to enter into a discussion with officers of the Knights of Labor concerning his relations with his workmen; but the Board is unable to see how this can be considered of any practical importance in view of the fact that, in the matter of the petition now before the Board, he has joined with these same representatives of the organization in presenting grievances and submitting himself to the decision of the Board.

The second specification is "that Francis W. Breed has discharged employees for refusing to accept a reduction in their wages unless through the agency of their organization, and has also discharged employees on account of their connection with the Knights of Labor."

Particular instances were adduced under this charge, and considerable evidence was offered on both sides, having a tendency to prove, on the one hand, that the discharges complained of were for the reasons indicated, and, on the other hand, that the men were discharged on account of a lack of work, or for other good and sufficient reasons. Any conclusion necessarily involves a decision as to the employer's real motives, and as Mr. Breed did not in person make any statement to the Board concerning this matter, it becomes necessary to draw such inferences from the established facts as may fairly be drawn by reasonable men in the light of ordinary experience of men and affairs. In deciding this part of the case the Board is inclined to confine itself to the discharge of

the four cutters in June last, — to wit, George H. Newhall, George C. Roundy, Charles S. Watson and Allen B. Stevens, — all of whom were admitted to be competent workmen and had been employed for many years in one of the most important departments of the shop.

Early in the year 1886 price-lists for the several shops in Lynn were agreed upon by a joint board of arbitration, composed of seven manufacturers appointed by the Shoe and Leather Association, and a like number of workmen appointed by the organization of the Knights of Labor. These lists were to expire by limitation on the first day of October, 1886, although they have in fact been generally continued in force since the date fixed as the limit. Mr. Breed is a member of the association referred to, and the price-list agreed upon was posted in his Lynn shops. In the spring of 1886, however, on two or more occasions, complaints were made by his employees to the joint board of arbitration, alleging certain departures from the terms of this price-list. The matter of these complaints being inquired into, the decision of the local joint board, in two or three instances, at least, was in favor of the complainants and adverse to Mr. Breed. It was shown that, at the hearings before the joint board, the employer, either in person or by his agents, presented his side of the several controversies, while the grievances were supported by a committee or committees acting in behalf of the workmen. On all these occasions the cutters who were subsequently discharged were prominent, both by reason of their direct pecuniary interest in the questions involved, and because they held offices of trust and responsibility in the organization of the Knights of Labor. This Board has been favorably impressed by the testimony and bearing of these men at the hearing in this case, and there is no evidence that at the hearings before the local joint board their language and behavior were in any respect different. The reasons alleged in the specification were not named by the employer or his agents at the time of the discharge; but this omission ought not, in the opinion of the Board, to have greater weight than is due to the positive testimony of the employees.

In view of all the circumstances, the conclusion of the Board is that, in discharging the four cutters above named, the employer or his agents were unjustly influenced by the fact that the men were prominent among the Knights of Labor, and by the fact that they had, for themselves and in a representative capacity, successfully prosecuted complaints before the local tribunal, constituted by agreement, for the settlement of such matters as were, in fact, presented by them.

It is much less difficult for the Board to make a finding as to the facts than it is to suggest an effectual remedy. Both parties, however, have requested the Board to "inquire into the cause of said dispute, and advise the respective parties thereto what, if anything, ought to be done or submitted to by either or both to adjust said dispute." The Board, therefore, for the reasons here briefly indicated, recommends that the four cutters, hereinbefore named, be allowed to resume their former employment in Mr. Breed's shop, provided the discharged men are still desirous of such reinstatement.

The third grievance specified is as follows: "That Francis W. Breed has reduced, in Lynn, below the standard prices paid for the same work throughout the city of Lynn, the wages of his employees established by a board of arbitration composed of members of the Shoe and Leather Association of Lynn, of which he is a member, and the representation [representatives] of District Assembly 77, Knights of Labor."

As already stated, the Board finds that the price-lists established by the local joint board expired by limitation on Oct. 1, 1886, and the evidence does not clearly establish any unjustifiable attempts on the part of the employer, prior to that time, to reduce the wages of his workmen below the standard prices, with the exception of the differences already alluded to, which, as well as some of the other matters complained of, were passed upon and settled by the local joint board. If, before October 1, there were other violations of a valid agreement, such acts would have afforded grounds for an action at law, and must for that reason necessarily be excluded by the terms of the statute from the consideration of this Board.

By far the most important questions involved in this controversy are presented in the fourth and last specification, embodying the grievance of the employer, to wit, "that the prices of the labor in the factories of said Francis W. Breed, in Lynn, are higher than in [at] competing points."

The decision in this case must of necessity apply, in terms, only to the Lynn shops of Mr. Breed; but the parties to this controversy, acting with a commendable desire to establish prices of labor on a reasonable footing, and with an apparently well-founded expectation that the decision of this Board will determine the prices to be paid throughout the city for work of a like grade with that of Mr. Breed, have united upon certain items of a price-list applicable to women's grain button boots, of a cheap grade, like those manufactured by Mr. Breed, the prices to be fixed by the Board and incorporated in the decision. It should be observed

that the Board is not asked to make prices for lasting, McKay stitching, or the stitching of uppers; therefore no recommendations are here made touching those parts of the work.

Very early in their investigation the Board was impressed by the fact that the prices paid in Lynn, for a cheap grade of work, were considerably in excess of prices paid at nearly all competing points, and there can be no doubt that, for a year or more last past, the difference has worked a disadvantage to the city, and stimulated the growth of the shoe industry in country towns where taxation is less and rents lower, and where workmen can be hired at a lower rate by reason of the comparative cheapness of the articles deemed necessities of life. It is natural and proper that working men and women, who have nothing marketable but their own skilled labor, should seek by every legitimate means to enhance as far as possible the value of their commodity, and obtain the highest wages that the state of the market, as to their particular industry, will allow. But it is unnecessary to say that demands of this character may be pitched so high as to be unreasonable, — so high, in fact, as to defeat their own object by lessening the amount of work to be done. The fact that many of the shoe manufacturers who live and own property in Lynn, and have a deep interest in the welfare of the city, have removed their business either wholly or partially to country towns in Maine or New Hampshire, — this fact of itself should be enough to make all thoughtful men pause and examine carefully into the causes of such a change. The manufacturers unite in saying that it is due to high prices demanded on cheap work at a time when the margin for legitimate profits is not great, — a statement which appears to be substantially correct.

The prices recommended below have been determined by the Board, aided by a comparison of prices paid for work of a like character in six Lynn shops, and twelve shops in other places suggested by the parties as being actually in competition with Lynn manufacturers, on the grade of work in question. It has not been deemed necessary to apply the country prices as an unyielding standard, but merely as an assistance in determining what, under the circumstances at present existing in Lynn, are fair prices between the manufacturers and their employees. The cost of living is well known to be higher in Lynn than in any of the competing towns, and it is claimed that the workmen here are in general more skilful and capable than those employed elsewhere in the same industry. In other respects Lynn enjoys peculiar advantages as a place for the profitable manufacture of boots and shoes. The Board has endeavored throughout to keep in view the special circumstances

surrounding the case, and the price-list given below, which shows a reduction from the prices now paid, is still, as a whole, about 15 per cent. higher than the average paid for similar work in the country towns. In arriving at this result, the Board has kept in mind the assurances received from both parties of their desire for a result that shall bring the greatest possible prosperity to the city in which they dwell, and where they have so many interests in common. It is earnestly hoped by the members of the Board that this decision will tend to produce such a result and enure to the advantage of all concerned.

The following price-list is hereby recommended for the Lynn shops of Francis W. Breed:—

PRICE-LIST—F. W. BREED & CO., LYNN, MASS.

Women's Grain Button Boot—cheap grade.

Leather Cutting, Taps, Inner Soles, etc., per week,	\$15 00
Cutting Outsides, per case of sixty pairs,	1 30
Stock Fitting, including Preparing Stock, Veneering, Dinking Outer Soles, Dinking Inner Soles, Channeling and Stamping, Putting on Taps (not Trimmed), Moulding Outer Soles, Turning Channels, Shellacking, one Coat, meaning to include all work done (Pasted or Canvas Taps two cents less),	60
Beating Out, Swain & Fuller Machine,	35
Beating Out, Little Giant Machine,	25
Trimming Edges, Buzzell Machine, including Randing and Heel-Seats,	60
Trimming Edges, Dodge Machine, including Randing and Heel-Seats,	50
(Without Heel-Seats, 10 cents less.)	
Setting Edges, Dodge Machine, including Heel-Seats,	50
Setting Edges, Union Machine, including Heel-Seats,	60
(Without Heel-Seats, 5 cents less.)	
Lining and Tying,	10
Buffing, including Shanks, Foreparts and Heels,	30
Nailing Heels, on McKay Machine,	40
Nailing Heels, on National Machine,	35
Shaving Heels, on Washburne Machine,	25
Shaving Heels on Smith or Buzzell Machine, Heel-Seats not trimmed,	35
Shaving Heels, on Smith or Buzzell Machine, Heel-Seats trimmed,	25
Scouring and Cutting Down after McKay Machine,	30
Scouring and Cutting Down after National Machine,	25
(Randing, 5 cents extra.)	
Burnishing Heels on Tapley Machine, Burnish once, Black twice, Burnishing Heels on Tapley Machine, Burnish twice, Black twice,	30 35

Burnishing Heels on Twin Tapley Machine, Burnish once, Black twice,	25
Brushing Bottoms, Hard Finish, one color,	12
Cleaning Bottoms on Naumkeag Machine,	10
Channelling, Full Black Shank, Black Heel-top and Forepart, and Stamping Width, Size and Monogram,	95

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT.

As stated above, it was the expectation of both parties in this case that the decision would determine the prices to be paid throughout the city of Lynn "for work of a like grade with that of Mr. Breed," and this expectation has been amply realized, with great benefit to the chief industry of the city. But, as might have been anticipated, attempts by manufacturers to apply the decision to other factories in Lynn led to some misunderstandings and differences of opinion, upon which the Board was consulted at different times by parties interested on either side, and it was found necessary to prepare the following letter, which was addressed to representatives of workmen employed as shoemakers in Lynn:—

STATE BOARD OF ARBITRATION AND CONCILIATION,
13 BEACON STREET, BOSTON, Feb. 17, 1887.

To Messrs. John McCarthy and E. J. Redman, Secretaries:

GENTLEMEN:—We have received from you, under date of February 16, certain questions concerning the decision of the Board in the F. W. Breed case, which questions I am instructed by the Board to answer as follows:—

1. "What was the maximum price presumed to be of the cheap grade of grain button boot?"

ANSWER. One dollar.

2. "Does the State Board mean that the price-list reported applies to the grade of work done by Mr. Breed, taking the grain button boot as a representative of that grade, or the grain button boot only?"

ANSWER. The decision applies to the grain button boot only.

Yours respectfully,

RICHARD P. BARRY, Clerk.

Early in February a complaint was made to the Board by Patrick P. Sherry, shoe manufacturer of Lynn, concerning alleged molestations in his business by the organization commonly known as the Lasters' Union. The particular act complained of was posting a "banner-boy" in front of the factory bearing a notice for lasters to keep away from that shop. As no controversy existed between Mr. Sherry and the persons who were actually at work for him, we were of the opinion that the circumstances did not present such a case as could be considered within the province of this Board. Mr. Sherry afterwards applied to the officers charged with the duty of prosecuting offences against the criminal law, and the proceedings in court resulted in a decision that carrying the banner was a violation of an ordinance of the city, and therefore contrary to law. This view has recently been sustained by a decision of the Supreme Judicial Court rendered in this case.

BOSTON, March 7, 1887.

IN THE MATTER OF THE JOINT PETITION OF B. C. YOUNG & CO.
OF BOSTON, AND THEIR EMPLOYEES.

Both parties to this application desire the opinion of the Board upon the prices paid for labor in the manufacture of fine boots and shoes, part of the work being done by hand and part by machine. After the parties had been fully heard, the Board proceeded to investigate prices paid elsewhere, and as a result of their inquiry, pursued in thirteen separate factories manufacturing goods similar to those made in the shop now in question, the following price-list is recommended for the shop of B. C. Young & Co. of Boston. Four of the hands who are paid by the hour applied for an increase of their wages, but only one of the four appeared before the Board to make a statement, and the claim for an advance not being substantiated by other evidence, no recommendation is made as to them.

PRICE-LIST—B. C. YOUNG & Co., BOSTON.

Hand-sewed Work.

	PER PAIR.	
	NO. 1.	NO. 2.
LASTING :		
Plain toes,	\$0 09	\$0 08 $\frac{1}{2}$
Cap toes,	11	10 $\frac{1}{2}$
Cap and box,	13	12 $\frac{1}{2}$
Samples extra — all kinds,	3	3
Rounding and feathering inner-soles by hand,	6	5
SEWING :		
Plain toes,	22	20
Cap toes,	23	21
Plain box,	23	21
Cap and box,	24	22
Imitation cork sole,	40	—
Regular cork sole,	50	—
FITTING :		
Single soles,	12 $\frac{1}{2}$	11
Double soles,	14	12 $\frac{1}{2}$
Samples and custom pairs,	18	—
Soles already rounded,	9	8 $\frac{1}{2}$
STITCHING :		
Waukenphast, "Aloft,"	45	—
Single soles,	38	36
Double soles,	38	36
Fudge,	25	—
Putting on rands and nailing heel-seats,	1 $\frac{1}{2}$	1 $\frac{1}{2}$
Heeling, by McKay machine,	2	2
Breasting and slugging heels,	1 $\frac{1}{2}$	1 $\frac{1}{2}$
Breasting heels,	—	—
Shaving heels — Waukenphast,	7	—
Slugging heels — Waukenphast,	3 $\frac{3}{4}$	—
Shaving after McKay machine,	3	2 $\frac{1}{2}$
Trimming edges,	7	5 $\frac{1}{2}$
do do., samples,	8	8
Pricking up stitches — Waukenphast,	4	—
do. do., R. R. edges,	2 $\frac{1}{2}$	—
do. do., all other kinds,	2	1 $\frac{1}{2}$
Setting edges by machine, ironed three times,	3	—
do. do. do. do. twice,	—	2
Treeing,	3 $\frac{1}{2}$	3 $\frac{1}{2}$
Dressing,	3 $\frac{1}{2}$	3 $\frac{1}{2}$
PER DOZEN PAIRS.		
FINISHING BOTTOMS AND HEELS :		
French style,	\$1 06	\$1 06
Jersey do.,	1 00	1 00
Boston do.,	1 00	1 00
Natural do.,	1 00	1 00
Custom do.,	90	90
Southern custom,	90	90

Machine Work.

	PER PAIR.	
	NO. 1.	NO. 2.
LASTING :		
Plain toe,	\$0 08	\$0 07
Cap toe,	10	9
Plain box,	9	8
Cap and box,	10	9
Rounding inner soles by hand,	2	2
Fitting shanks,	2½	2½
Laying fitted soles and opening channels,	2½	2
Fitting single soles by hand,	9	8
Fitting double soles by hand,	11	10
Laying welts,	4	3½
Filling under taps,	1	—
Tacking and rounding slip-taps,	2	2
Putting on rands and heel-seats,	1½	1½
Heeling by McKay machine,	2	1½
Breasting and slugging heels,	1½	1½
Shaving after McKay machine,	2½	2½
Trimming edges by hand,	5½	5½
Pricking up stitches,	1½	1½
Pricking up stitches R. R. edge,	2½	2½
Setting edges by machine (ironed twice),	2½	2
Treeing and dressing,	4	4
FINISHING BOTTOMS AND HEELS :		
French style,	1 06	1 06
Jersey style,	1 00	1 00
Boston style,	1 00	1 00
Natural style,	1 00	1 00
Custom style,	90	90
Southern custom,	90	90

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT.

BOSTON, May 7, 1887.

IN THE MATTER OF THE JOINT APPLICATION OF THE HALLOWELL
GRANITE COMPANY, A CORPORATION DOING BUSINESS IN BOS-
TON, AND ITS EMPLOYEES.

The petition in this case was filed April 16, 1887, with an agreement, a copy of which is hereto annexed. By means of a public hearing extending over three days, followed by several protracted sessions, the representatives of both parties being present, and through inquiries made outside of the field of this particular

controversy, sufficient information has been obtained to enable the Board to agree upon a decision of the matters submitted. Most of the conclusions arrived at are concisely stated in the price-list and rules reported herewith, which form a component part of the decision.

It is alleged by the employees "that, on or about May 1, 1886, the Hallowell Granite Company entered into an agreement with the Boston Branch of the Granite-Cutters' National Union concerning wages to be paid to its employees; that said agreement was, by its terms, to remain in force until May 1, 1887, but that, on the 31st day of December, 1886, said Granite Company broke said agreement and is still acting in violation of it."

Under this allegation it appeared that, on or about May 1, 1886, the employees, being granite-cutters and tool-sharpeners, and members of the Boston Branch of the Granite-Cutters' National Union, presented to the Hallowell Granite Company and other manufacturers of granite in Boston and the vicinity, a list of prices for the year then next to ensue. This list of prices and the rules embodied in it were, in many particulars, deemed by the employers to be unjust and disproportionate, and met with strenuous opposition from them at that time. The prices and rules were discussed at some length by a committee of manufacturers on the one side, and a committee of the workmen on the other, and were adopted and actually used by the employers and employees concerned, substantially as they were at first presented. The list was to stand until May 1, 1887, and was not to be "changed without three months' notice."

The price-list and rules thus established constitute the agreement which, as is alleged, was broken by the Hallowell Granite Company, one of the parties to the agreement, when it attempted, in December last, to substitute a different and substantially lower scale of prices and a different set of rules, to go into operation on the first day of the present year. A similar change was attempted at the same time in most of the granite-cutting establishments in Boston and the near neighborhood. The result was that the cutters thereupon ceased to work, and since then comparatively little granite-cutting has been done in Boston.

Both parties have submitted themselves to the judgment of the Board on this part of the case, as well as on the matters presented by the employer and to be hereafter treated of. It is practically conceded that this particular grievance is now a thing of the past, and that the opinion of the Board upon it cannot be expected to have the same practical value that would be looked for

in a discussion of existing grievances. It has, nevertheless, been presented at length on both sides, and has been fully considered. Without attempting to rehearse the evidence, the conclusion arrived at by the Board is as follows: Although, at the time when the agreement was entered into, there was no association of granite manufacturers in Boston,— and it is suggested that employers concerned in making the agreement had no authority to bind any one but themselves,— the Board is of the opinion that the committee of the workmen had good reason to believe that the manufacturers who were dealing directly with them were authorized to represent their fellow employers, and that the results of the conference would be generally accepted by the manufacturers as a body. These results were, in point of fact, generally recognized by the Boston employers, although unwillingly, and were treated as in full force during the following six months, and if, at the end of that time, anything different was desired, it was fairly to be expected that due notice would be given to the workmen, or to their union, of the change proposed. The notice actually given was materially shorter than what was provided for, and the changes were not proposed in such a manner that they could be fairly and intelligently considered and acted upon by all parties interested.

But the matter cannot in justice be allowed to rest here. It is contended that the workmen were themselves seriously in fault as to their performance of the agreement; and it appeared in evidence that, within a week after the adoption of the price-list which they had themselves prepared and, in a sense, forced upon the manufacturers, the discovery was made that a certain class of work had not been specially provided for in the price-list. The cutters employed by the Hallowell Granite Company met together and demanded that the omitted item should be inserted, and this being refused, they left the yard in a body. This occurred May 6, only five days after the new price-list went into effect, which provided, among other things, that all disputes about matters not clearly defined in the price-list should be referred to a committee of arbitration representing both employer and employees. It is customary and wise to insert such a clause in agreements of this kind, but its existence seems in this instance to have been wholly ignored. Both parties appear not to have had sufficient regard for the terms of their mutual agreement. But, surely, all will admit that, as between two individuals, an agreement entered into with knowledge of all the facts should be faithfully adhered to by both, even if, under circumstances not clearly foreseen, such adherence may prove to be inconvenient to one of the parties

bound. This principle lies at the foundation of all business dealings between individual men, and should not be deemed of any less importance when agreements are made by associations.

But most of the time spent on this case has been given to the consideration of the questions raised by the grievance presented by the employer, to wit, that "the demands of its employees for wages and hours of labor are such that said corporation is unable to meet successfully the competition now existing in this market," and the Board is requested to report a reasonable price-list, decide as to the hours of labor, and fix the amount to be paid by the hour. /

As the result of several conferences with the parties, and a careful comparison of the prices established and now actually paid for similar work done in various cities and towns in Massachusetts, Maine, Rhode Island and Connecticut, the price-list and rules appended hereto have been prepared and are hereby recommended to the parties interested as being, in the opinion of the Board, reasonable and fair to all concerned on the points actually submitted. All items and rules agreed to by the parties have been inserted without further consideration on the part of the Board, except to make some slight changes in phraseology and in the arrangement of paragraphs.

In fixing the amount of wages to be paid for work done by the hour, the Board has had in mind what would be a just compensation for a competent skilled workman, able to do a fair day's work. But it is matter of common knowledge that some men, either by reason of their age or for other cause, are unable to come up to this standard, but may, nevertheless, be very serviceable to their employer, as well as to those dependent upon them for support. It would be manifestly unjust to attempt to fix an unyielding price, so high as to deprive such men of an opportunity to earn a living and support their families so far as they are able to do so. Particular cases of this sort, should they arise, should be dealt with in a fair and considerate spirit by all the parties interested in this proceeding.

The tendency to make nine hours a full working day for five days in the week, and eight hours on Saturday, has recently been growing stronger in this part of the country. The desire of the granite-cutters for this change has been expressed with a near approach to unanimity; and in other building trades there appears to be a growing disposition to meet the demands of their employees, to this extent. These considerations, together with the fact that stone-cutting is hard work, is an occupation not conducive to longevity, and is pursued at the risk of injury to the lungs and

eyesight, have convinced the Board that nine hours a day are sufficient time for a man to be employed in work of this character.

On the third day of the hearing, the attention of the Board was directed to the fact that on the morning of that day the employees of the Hallowell Granite Company, immediately represented in this case, had struck and had left their work. Thereupon, the truth of the statement being conceded, the Board announced that such action was a violation of the clause contained in the written application as well as in the statute, by the terms of which the workmen, through their representatives, had promised that they would "continue on at work without any strike," until the decision of this Board was reached. The Board further announced that, under the statute, it could not proceed further without the written consent of the adverse party. This consent was given, and the hearing proceeded, both sides being represented throughout, as before.

Without going into the cause of this conduct on the part of the workmen, the Board was assured by their agents in this case that they, the agents, had no previous knowledge that any such action was contemplated; but such a course of proceeding by the parties on one side of the controversy was manifestly at variance with the spirit of the law, and, if allowed to go unnoticed, would endanger the success of future attempts to bring about peaceful settlements in the manner prescribed by law.

The AGREEMENT referred to above is as follows: —

BOSTON, April 15, 1887.

*In the Matter of the Joint Application of the Hallowell Granite Company
and its Employees.*

It is hereby understood and agreed that the decision of the State Board of Arbitration and Conciliation, to be rendered in the above-entitled case, shall be binding, until the first day of May, 1888, upon the Granite Manufacturers' Association of Boston and Vicinity and upon the Boston Branch of the Granite-Cutters' National Union, represented respectively by the signers hereof; but unless a new agreement, to run from May 1, 1888, shall have been made between said association and union before March 15, 1888, this agreement shall cease to be binding on the fifteenth day of March, 1888.

(Signed)

C. F. CHENEY,
HENRY MURRAY,
For Granite Manufacturers.

GEORGE W. LANE,
JAMES GRANT,
For B. B. G. C. N. U.

PRICE-LIST AND RULES FOR CUTTING GRANITE,

As Recommended by the State Board of Arbitration and Conciliation for the Hallowell Granite Company and its Employees in Boston, May, 1887.

MONUMENTAL AND CEMETERY WORK.

Bottom Bases.

Eight cut work, four sides and one bed fine, bottom measurement, 6 ft. square or under, per superficial foot,	\$0 55
Over 6 ft. square and under 8 ft.,	60
Ten cut work, four sides and one bed fine, bottom measurement, 4 ft. square or under, per superficial foot,	60
Over 4 ft. square and under 6 ft.,	65
Over 6 ft. square and under 8 ft.,	70
Taking off bottom beds of bases, with edge, per superficial foot,	16
Taking off bottom beds of bases, without edge, per superficial foot,	10
Bases measuring less than 7 feet, superficial measurement, and socket-holes shall be paid for by the hour.	

Plinths, or Second Bases.

Ten cut work, five sides fine, bottom measurement, 4 ft square or under, per superficial foot,	\$0 63
Over 4 ft. square and under 6 ft.,	68
Over 6 ft. square and under 8 ft.,	72
For name band raised on plinth, 1 linear foot or under,	50
For each additional foot or part of a foot,	25
Taking off bottom beds of plinths, per superficial foot,	20
Washes on plinths shall count as a member only when such washes run to a feather edge, and be measured as per schedule of mouldings.	
Plinths measuring under 7 ft., superficial measurement, shall be paid for by the hour.	

Dies.

Plain dies, ten cut work, bottom measurement, four sides and bottom bed fine, per superficial foot,	\$0 70
Top beds, per superficial foot,	20
Plain dies, for polishing, six cut work, to be free from holes, stuns or starts, per superficial foot,	60
Beds of polished dies are to measure the same as plain dies; mouldings on plain dies to measure as per schedule of mouldings.	

Raised panel dies, ten cut work or polished, bottom measurement, raised 1 inch or less, per superficial foot,	\$1 20
Raised over 1 inch and not over 2 inches,	1 40
Bottom beds, per superficial foot,	60
Top beds, per superficial foot,	20
For panels raised over 2 inches, add in the same proportion as above.	
Mouldings around panel dies, for each member, per linear foot,	40
Mouldings on top of dies, for each member, per linear foot,	40
Top beds of dies, with moulding around the top to be measured fine, per superficial foot,	70
Scroll and concaved dies, and all other dies not provided for in this price-list, shall be paid for by the hour.	

Caps.

Plain caps, ten cut work, square measure, four sides and one bed fine, per superficial foot,	\$0 65
For polishing by hand,	75
For polishing by machine,	60
Peaked-top caps, four sides and two beds fine, per superficial foot,	65
Plain shoulders on caps, to measure square measurement from extreme points of shoulders, per superficial foot,	85
Mouldings on caps shall be reckoned as per schedule of mouldings.	
All caps that cannot be measured by this bill, such as ornamental caps, pediment caps, circling caps, and all such work, shall be paid for by the hour.	
If there is more than one break, add for each additional break	35
Plain lugs or horns at corners, not exceeding 4 inches in height, for each corner extra,	1 10
Over 4 inches, for each inch rise, per inch,	25

Shafts.

Plain shafts. Ten cut work, under 10 feet in length, per superficial foot,	\$0 60
Over 10 ft. and under 16 ft.,	65
Over 16 ft. and under 20 ft.,	70
Eight cut work, under 10 ft. in length, per superficial foot,	55
Over 10 ft. and under 16 ft.,	60
Over 16 ft. and under 20 ft.,	65
Polished shafts. Under 10 ft. in length, per superficial foot,	55
Over 10 ft. and under 16 ft.,	60
Over 16 ft. and under 20 ft.,	65
Chamfers on shafts shall measure once and one-half after they are on. Octagon shafts shall measure once and one-third of plain shafts, measurement of shafts to be at the butt, and bottom to measure fine.	

Columns.

Plain columns shall be measured square, and be paid for as per items of plain shafts; joints on same to be counted fine, according to the different sizes.

Mouldings on columns shall be measured square, and be paid for as per schedule of mouldings.

All columns less than 3 ft. in length or under 6 inches diameter shall be cut by the hour.

Roughing columns, per superficial foot, square measurement, joints fine, 12 inches or less in diameter, per superficial foot,

Over 12 inches,

\$0 12

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Mouldings.

Mouldings, three inches either way or under, per linear foot, \$0 35
Over 3 inches either way, add in proportion.

Scotia mouldings with bead, or S mouldings with bead, or ogee mouldings with bead, shall count as two and one-half members.

Where a moulding on stone forms a Gothic or circle at the centre, measure full square of stone, and add thereto actual measurement of Gothic or circle.

All square drops, 3 inches or under, shall count as one member. Square grooves with two fine sides shall count as three members.

S moulding running to a sharp edge shall count as two members.

V grooves running to a sharp edge shall count as one member and one-half.

V grooves, one and one-quarter inches or under, per linear foot, 25
Chamfers, 3 inches or under, not otherwise specified, per linear foot, 20

Over 3 inches, add in proportion.

All members are to count between lines when not otherwise specified.

For circling or Gothic mouldings, actual measurement, add one-third to price of plain moulding.

Small, plain pediments, 1 ft. 3 in. wide or under, on second bases or under side of caps, each, 50

Washes are not to count except when so specified.

Scotia moulding and wash forming a sharp edge where members meet,—for wash, per linear foot, 25

Triple roll on caps shall count as three members.

A wash running between two beds on same stone shall count full size of stone, per linear foot, 25

Single bead only shall count as two members.

Two beads only, coming together, shall count as three members.

Urns.

All urns shall be paid for at a price per hour.

Headstones and Markers.

Plain headstones, 6 inches thick or under, ten cut work, per superficial foot,	\$0 80
Over 6 inches,	70
Eight cut work, per superficial foot,	60
Oval or bevelled top shall count twice.	
Ornamental headstones shall be paid for by the hour.	
Mouldings on headstones shall be paid for per linear foot, as per schedule of mouldings.	
Markers shall be accounted the same as headstones.	

Skimmed Work.

Margin lines on polished work, per linear foot, \$0 16

Letters.

Sunk letters, $1\frac{1}{2}$ in. and under, each,	.	.	.	.	.	.	\$0 12
$1\frac{1}{2}$ in. to 2 in., each,	.	.	.	.	.	.	17
2 in. to $2\frac{1}{2}$ in., each,	.	.	.	.	.	.	22
$2\frac{1}{2}$ in. to 3 in., each,	.	.	.	.	.	.	25

For every inch above 3 inches, add 10 cents.

For headed sunk letters, add one-half to the price of plain letters.

Raised letters on bases and steps, 2-inch letters, raised one-quarter inch to one-half inch, each,	50
Three and one-half inch letters, raised one-half inch or under, each,	1 10
Four-inch letters, raised one-half inch or under, each,	1 60
Letters 5 inches or over, for each additional inch above 4 inches,	25
Two periods shall count as one letter in all cases.	

For raised letters in panels, add 8 cents per inch for every letter raised in a sunk panel, not including moulded panel and panel not to be sunk more than one-half inch.

All headed block letters, square sunk letters, square raised letters, and old English letters, shall be paid for by the hour.

Raised inscription letters, two and one-half inches or under, not raised over one-quarter inch, each,

Cemetery Posts.

Plain posts shall be measured square from extreme points, plain square top to measure once and one-half, peaked top to measure double.

Eight cut work, per superficial foot,	\$0 55
Ten cut work, per superficial foot,	60
Mouldings on posts, as per schedule of mouldings.	
Chamfers on plain posts shall be measured double as they are when on; chamfers on moulded posts to be measured at their actual size when on.	
Octagon posts shall measure once and one-third square measurement.	
Eight cut work, per superficial foot,	55
Ten cut work, per superficial foot,	60
Mouldings shall measure once and one-third square measurement,—price as per schedule of mouldings.	
Round posts shall measure as per schedule of columns; mouldings, as per schedule of mouldings.	
For all bevelled posts, add per superficial foot,	05
Eight cut work, per superficial foot,	55
Ten cut work, per superficial foot,	60

Cemetery Curbing and Fence Stones.

Plain square top, eight cut work, per superficial foot,	\$0 55
Ten cut work, per superficial foot,	60
Plain round top, under 3 inches drop, shall measure once and one-half on top.	
Eight cut work, per superficial foot,	55
Ten cut work, per superficial foot,	60
Saddle-back top, under 3 inches drop, shall measure square, and the top double.	
Eight cut work, per superficial foot,	55
Ten cut work, per superficial foot,	60
Thumb border shall measure square, with one-third added, and fillet to count as a member.	
Eight cut work, per superficial foot,	55
Ten cut work, per superficial foot,	60
Top of double ogee moulding shall measure square, the moulding to count as two members.	
Cemetery curbing, fine eight cut margin lines and fine pointed surface, square top:—	
Sides, per superficial foot,	45
Top, per superficial foot,	55
Bead-top or hoe-handle shall count as per schedule of mouldings.	
Plain square joints, from return points, returns included, per linear foot,	15
Bevelled joints shall count fine.	
Fine heads shall measure once and one-half.	

Cemetery curbing shall be measured throughout the extreme length, steps cut out of curbing to be paid for, per linear foot, extra,	\$0 75
Circling cemetery curbing, curving less than 2 inches in 10 feet, add one-eighth to price of plain curbing; curving 2 inches to 6 inches in 10 feet, add one-third to price of plain curbing; all circling curbing to be measured on the outer curve. Circling joints shall be measured fine, superficial measure.	
Tenoned fence-rail shall be measured throughout the extreme length of the stone.	
All joints on moulded fence-stones shall be paid for by the hour.	

Buttresses.

Plain and straight cemetery buttresses shall be measured square, extra size, as cut.	
Eight cut work, per superficial foot,	\$0 55
Ten cut work, per superficial foot,	60
Round top shall count once and one-half.	
Straight moulded buttresses shall measure square, extreme size, as cut; double for top.	
Circling buttresses shall be paid for by the hour.	

Cemetery Steps.

Cemetery steps, plain and straight:—	
Eight cut work, per superficial foot,	\$0 55
Ten cut work, per superficial foot,	60
Circling cemetery steps shall measure once and one-half on the front.	
Circling joints shall count fine, superficial measure.	
Notches in steps and returns shall measure fine.	
Raised bands on steps shall measure the same as on bases.	
Mouldings on steps, as per schedule of mouldings.	

Cemetery Platforms.

Cemetery platforms, 3 ft. wide and not over 5 ft., eight and ten cut work, add one-quarter of price for steps.	
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Twelve Cut Work.

Twelve cut work, per superficial foot,	\$0 75
Mouldings on same, per linear foot, per member,	40

*Price-List Agreed Upon by the Parties for Cutting Oak Hill Stone
and Black Diamond Stone.*

Hammered dies, one bed fine, per foot,	80
One bed,	40
Polished six cut work, no starts,	85
Eight cut work,	90
Ten cut work,	95
Concave dies, once and one-third for four sides.	
Dies, 3 ft. 6 in. and over, add, per foot,	05
Dies with sunk panels, faces paid twice.	
Mouldings to be paid the extreme length and height.	
Second bases and plinths, one bed fine,	65
One bed,	40
Caps, both beds fine,	60
With peaks, to pay twice for tops.	
Shafts, 15 ft. and under,	65
Over 15 ft. to 20 ft. long,	70
Over 20 ft. to 25 ft. long,	75
Over 25 ft.,	85
Bed,	40
Peaks to measure twice the square of the base.	
For drapery tops to pay fine the whole length.	
With polished tops raised one-quarter of an inch or under, add per foot, for polished part,	25
Raised one-quarter of an inch to one inch,	40
Chamfers on shafts, 3 inches each way and under, per linear foot,	22
Over 3 inches, to pay face measurement.	
Shields, ordinary shields for name,	2 00
Small, for monograms,	1 25
Bottom bases, one bed fine,	65
One bed,	15
Bevelled bases, add per foot to edge,	05
Cemetery curb, four sides fine when called for, ten cut work,	65
Four sides fine, eight cut work,	55
Round top and saddle back, top to pay one and one- third.	
Washes on curb and coping to pay face measurements extra.	
Returns to pay fine.	
Mouldings, per linear foot,	45
Over 4 inches, add in proportion.	
A V groove, one-half inch and under, per foot,	30
A flat-bottom groove, with two fine sides to pay, two mem- bers.	

Columns, to pay square, and one-third extra.	
With Scotia and fillet, to pay two members.	
With swell, add per foot,	\$0 05
With flutes, to pay one and one-half member, both beds fine.	
Urns and balusters to pay square.	
All Scotias measuring 12 inches to pay three members; all over three members to pay surface measurement.	
When fillet comes at top of chamfer, each four inches to count as one member, commencing from top of fillet.	
Chamfers coming between members to count as member.	
Headstones, oval and bevel top to pay twice.	
Headstones, 10 inches thick and under, per foot,	70
Edge mouldings on same, per foot,	65
Letters, headed, per inch,	60
Block, per inch,	45
Headstone, headed, per inch,	45
Headstone, block, per inch,	40
Panels for same to count one member.	
Three stops to count one letter.	

BUILDING WORK.

Six cut work, per superficial foot,	\$0 40
Eight cut work, " " "	48
Ten cut work, " " "	58
Rough pean-hammered work, per superficial foot,	25
Fine " " " " "	30
Margin lines, chiselled, with pointed work, per superficial foot,	28
Six cut work, per superficial foot,	33
Eight cut work, " " "	38
Ten cut work, " " "	50
Pointed work to grade with quality of margin.	
Rough pointed work, per superficial foot,	20
Bushed margin lines on rock face, any ordinary width, six or eight cut work, per linear foot,	15
Chiselled margin lines on rock face, per linear foot,	10
Beds on double-faced stone, opposite sides hammered, per superficial foot,	18
Beds and joints, with edge, 1 foot or over, per superficial foot,	13
" " " 10 to 12 in., per linear foot,	12
" " " under 10 in., per linear foot,	10
" " without edge, per superficial foot,	10
" " on rock face, 10 in. or under, per linear foot,	10
" " on rock face, 10 to 12 in., per linear foot,	15
Washes, 3 inches or less, on underpinning, water-table, or belt courses, shall measure double when they are on; all over 3 inches to count once and one-half face measurement, the rise of the stone to be paid for according to quality of work.	

Washes, rustics, or chamfers on stone having two or more sides fine shall be measured once and one-half.	
Caps and sills, with pean-hammered top and rift-faced front:—	
Four inches reveal, per linear foot,	\$0 25
Eight inches reveal, per linear foot,	35
Door-sills or thresholds to measure three sides fine, drop not over one and one-half inches; joints on same not over one foot thick, per linear foot,	12
Same, over one foot thick, per superficial foot,	12
For sills with lugs on, add five cents per superficial foot on the top.	
Pean-hammered moulding, per linear foot,	28
Common moulding, six cut work, per linear foot,	30
Eight cut work, per linear foot,	35
Breaks in moulding shall count double, to be measured on the longest member and paid for as per schedule of mouldings.	
Rustics shall be counted double when on.	
Key stones shall be measured fine on front, top, bottom and two sides.	
Arch stones and springers shall count fine on front, top and bottom; breaks to count double.	
Brackets or small blocks under one foot shall be measured one foot on each side; mouldings the same.	
Circling work shall be measured on the same scale as cemetery circling work.	
Saddle-back coping:—The top, with two inches drop or under, shall measure once and one-half, sides to measure the full size of the stone, and be paid for according to quality of work. Beds and joints shall be paid for as on other work.	
Fence stone shall be measured in the same way, according to the class of work.	
Polishing work shall be paid for the same as on cemetery work.	
Columns shall be measured the same as on cemetery work; members on same as per schedule of mouldings.	
Pilasters shall be measured the same as columns, the beds to be measured fine, and backing-off to be measured as beds and joints. For pilasters, with fillets, add seven cents per superficial foot for the plain work. Mouldings, as per schedule of mouldings.	
Bevelled joints shall be measured fine as far as the bevel goes.	
Returns of four inches and under shall count fine; all over four inches to count as joints.	
Heads of double-headed stones 6 ft. or more in length shall count double; under 6 ft., once and one-half.	
Beds on double-headed stones, per superficial foot,	15
Common drill-holes, not less than three inches in depth, each .	03
Lewis drill-holes, for each inch in depth,	10

Fine Rabbets.

The price per linear foot of fine rabbets may be ascertained from the following table. In measuring depth or width, parts of an inch are to be counted as a whole inch. The width, in inches, is shown at the top of the table, the left-hand column shows the depth in inches, the other figures show the prices.

Scale for Fine Rabbets.

	1	2	3	4	5	6	7	8	9	10	11	12
1	32	35	38	42	45	49	53	56	60	63	66	70
2	—	44	47	51	54	57	61	65	68	72	75	79
3	—	—	72	75	78	82	86	89	93	97	1.00	1.03
4	—	—	—	87	91	95	98	1.01	1.05	1.09	1.12	1.16
5	—	—	—	—	1.08	1.12	1.15	1.19	1.22	1.26	1.30	1.33
6	—	—	—	—	—	1.32	1.35	1.38	1.42	1.45	1.49	1.52
7	—	—	—	—	—	—	1.52	1.56	1.59	1.63	1.66	1.70
8	—	—	—	—	—	—	—	1.75	1.78	1.82	1.85	1.89
9	—	—	—	—	—	—	—	—	1.79	1.83	1.86	1.90

Rough Rabbets.

The price of rough rabbets may be ascertained from the following table, in like manner as above. In measuring rough rabbets, parts of an inch in depth, or on the narrow side, are counted as a whole inch. Anything less than 3 inches in width shall count as 3 inches, anything over 3 inches and not over 6 inches to count as 6 inches, and so on.

Scale for Rough Rabbets.

	3	6	9	12	15	18
1	23	28	32	36	39	43
2	31	36	40	45	49	54
3	44	48	53	57	61	65
4	—	56	61	68	72	77
5	—	65	69	79	84	89
6	—	75	83	90	98	1.08
7	—	—	95	1.02	1.05	1.19
8	—	—	1.04	1.13	1.25	1.36
9	—	—	1.10	1.27	1.36	1.54

Miscellaneous.

Nine hours shall constitute a day's work for the first five working days of the week, and eight hours on Saturday.

The wages of a competent, skilled stone-cutter shall be at the rate of thirty-one cents per hour.

Tool-sharpeners shall be entitled to receive the same wages as cutters, but when not actually engaged in sharpening tools they shall perform such other work in connection with the business as may be required of them by the employer. A sharpener's gang shall consist of not more than twelve cutters and one driller, or thirteen cutters; provided, however, that where a grindstone run by steam power is used the gang may be increased by the addition of one cutter; and the gang may be increased to fifteen, whenever it is so agreed between the sharpener and his employer.

All overtime work done at the request of the employer shall be counted once and one-half.

A diagram, with price marked on it, shall be given out with each stone when the stone is taken up.

Wages shall be paid as often as once in two weeks, and where the employer is a corporation, once a week. Wages shall be paid promptly, at or before the close of the regular working hours on the pay-day.

One hour each day shall be allowed for dinner.

When a stone is condemned for any cause other than the fault of the cutter, he shall be paid for the work actually done, at his average rate of wages per day on that stone.

All work not specified in the foregoing price-list shall be done and paid for by the hour.

Should a dispute arise between employer and employee as to the grade of work, or the measurement of a stone, or any matter not fully and specifically provided for in the foregoing price-list and rules, such dispute shall be referred to a committee of three, one to be appointed by the Boston Branch of the Granite Cutters' National Union, one by the Granite Manufacturers' Association of Boston and Vicinity, and a third man to be selected by the two so appointed; and the decision of said committee shall be final.

Every stone-cutter shall demand of his employer payment for his work according to the terms of the foregoing price-list and rules. Any violation of the same coming to the knowledge of any employer or employee shall be reported by him forthwith, both to said Union and said Association.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,

State Board of Arbitration and Conciliation.

In respect of our dealings with the manufacturers and cutters of granite in Boston and the vicinity, we regret to say that our efforts to establish better relations have not been properly met or responded to, on either side. On all matters involved in the case jointly submitted by them to the Board it is fair to state that the decision appears to have been respected by all parties, and the price-list recommended has not only been adopted in Boston and the immediate vicinity, but has met with approval in more distant places. Neither the decision nor any subsequent action of the Board, however, has seemed to produce the desired effect in composing differences existing between the manufacturers' organization and the organization of the stone-cutters, concerning the employment of non-union help, — a matter not included in the joint application presented to the Board, and therefore not passed upon in the case. Not to rehearse facts which are more interesting to those directly involved than to the people at large, suffice it to say, we have little doubt that if each of the parties to this controversy had been less confident of the entire soundness of its own views, a basis of agreement could have been suggested by the Board, by the adoption of which the business situation for both manufacturers and workmen would have been materially improved. It was a contest waged by two organizations, each striving to obtain the mastery and each irritated and angered by every move of the adversary.

In the latter part of September, the two associations, manufacturers on the one side and workmen on the other, were invited by the Board to appoint committees to meet at the rooms of the Board at a convenient time, with a view to arranging matters, if such a result should appear practicable. The stone-cutters responded promptly by appointing a committee with full powers, but the manufacturers replied that the letter of the Board "was duly

received and laid before the board of managers of the Granite Manufacturers' Association, and by the unanimous vote of that body your proposition was not entertained." This ended the Board's attempts to act as mediators in the case, and at the date of this report it is practically impossible to hire union stone-cutters in most of the yards of Boston and vicinity.

On May 17 nearly all the shoe manufacturers of Haverhill, acting in concert, locked out their employees, about three thousand in number. This was the culmination of a long-continued dispute between the Shoe and Leather Association of that city and the organization of the Knights of Labor over the details of a new price-list which was to take the place of that which had been previously adopted, and used for some months by agreement. Higher prices were demanded by the employees of Chick Brothers, and the firm not acceding at once to the demand, the men in this factory struck, and the lockout in other establishments immediately followed.

The serious and threatening character of this controversy was such that on Wednesday, May 18, the Board notified the Mayor of its intention to proceed to Haverhill on the following day, for the purpose of inquiring into the circumstances. On the evening of the 18th, however, committees representing the two organizations arrived at an understanding, in accordance with which the factories were opened and the old price-list was to remain in force until a new one should be adopted. Although this result left the real questions in dispute still undecided, a real gain was effected by ending both strike and lockout, and no further action was taken by the Board at this time. But, on July 25, notice was received from the firm of Chick Brothers that another complication had arisen which threatened a renewal of the former strife. Inquiry by the Board developed the following facts : That at

a time subsequent to the strike in May, the firm and the representatives of the Knights of Labor had agreed upon and signed a price-list which covered work done by McKay operators, and was to stand for one year. Subsequently to this agreement, the McKay Stitchers' Association adopted a higher price to be charged for their work, and an attempt was made to force the higher price upon Chick Brothers, notwithstanding the agreement entered into between the firm and the Knights of Labor, the authority of the latter to make a price for McKay stitching being questioned or denied by the McKay stitchers. After making full inquiry into the matter, the Board advised a conference between the representatives of the two labor organizations, with a view to such action that the agreement entered into by all parties in good faith might be sustained; for, otherwise, an employer would never feel safe in making any agreement with a labor organization. It was further recommended, that in the future no attempt should be made by the Knights of Labor to make prices for the other association. The advice of the Board was favorably received and so acted upon that the price-list as agreed upon was allowed to stand, and a serious difficulty was averted.

BOSTON, May 19, 1887.

IN THE MATTER OF THE JOINT APPLICATION OF J. B. & W. A. LAMPER, OF LYNN, AND THEIR EMPLOYEES.

This case presents the application of the coal dealers of Lynn for a reduction of the wages now being paid to the coal-heavers employed by them. The dealers, on the one hand, and the workmen on the other, acting through their respective associations, have joined in submitting the matter in issue for determination by this Board. The work of discharging coal from vessels and depositing it in bins on the wharves is done in Lynn by six "gangs" of men, each gang consisting of seven men — four shovellers, a dumper, and two wheelers. The price paid in Lynn, for a year or more last past, is 26 cents a ton, which is divided among the seven men who do the work.

There was much evidence given as to the kind and amount of work required, in regard to the methods of doing this work in Lynn, as to the staging and runs on the wharves in that city, the difficulties of the harbor and other matters, which had a tendency to prove that the work of a coal-heaver on most of the wharves in Lynn, is, in several particulars, greater in amount and is performed under less favorable circumstances than in other places where the price paid per ton is less.

In the facilities afforded, some of these wharves are superior to others, but it is now sought to reduce the price for all the wharves.

The evidence and arguments brought forward to sustain this demand have not been sufficient, in the judgment of the Board, to show that the wages now paid are excessive for labor so unattractive, severe and hazardous, performed with the means and appliances now afforded by most of the wharves in Lynn.

In this view of the matter, the only recommendation the Board can make is, that the wages and the composition of the gangs be continued as at present.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,

State Board of Arbitration and Conciliation.

On June 13, the Board, acting under the provisions of the new law, proceeded to the city of Worcester, for the purpose of inquiring into the circumstances attending the strike or lockout of shoemakers and lasters, in that city. Similar circumstances had existed for five months, in North Brookfield and Spencer, all arising out of the determination on the part of the manufacturers of boots and shoes to deal directly with their employees, without the interposition of any labor organization. It was called a movement for "free shops," and encountered the most active opposition from members of labor organizations everywhere. The Board was led to investigate this long-standing difficulty in the hope that something might be done to bring the contention to an end, without any further loss to the wage-earning population or unnecessary annoyance to manufacturers in the management of their business. An interview was had with the

Mayor, and through him with nine of the principal boot manufacturers of Worcester, after which the Board pursued its inquiries among the workmen who were out of employment. It was ascertained that the manufactories were running with a good complement of help, there was no anxiety or apprehension felt by the public in general, and the Board was in great doubt whether it ought to do or say anything about a contest which was evidently approaching an end through the exhaustion of the forces on one side and the fixed determination of their opponents to fight it out to the bitter end. At this stage of the business the following application was received, bearing the signature of James J. Riley, chairman of the Worcester joint local executive board of the Knights of Labor, and the signatures of sixty-four other citizens of Worcester: —

WORCESTER, June 15, 1887.

To the Honorable the State Board of Arbitration:

We, the undersigned, citizens of Worcester, in the Commonwealth of Massachusetts, respectfully represent that a lockout has actually occurred in said city, involving a number of manufacturers of boots and shoes, and many persons, including the undersigned, lately employed by said manufacturers.

And we earnestly desire that your honorable Board will put itself in communication, as soon as may be, with said manufacturers and their employees, past and present, and endeavor by mediation to effect an amicable settlement of the controversy.

The workmen and those associated with them having thus called upon the Board to act in the matter, or at least to exercise the discretionary power given to it by law, — to investigate and report or not to do so, as may seem most advisable in each case, — the Board replied as follows: —

BOSTON, June 18, 1887.

To JAMES J. RILEY and others, Worcester, Mass.:

GENTLEMEN: Your communication, dated June 15, representing that a lockout had occurred in Worcester, and requesting this

Board to endeavor to mediate between the parties, with a view to effecting a settlement, was received.

In compliance with the law and your request we have put ourselves in communication with the manufacturers involved in the controversy, as well as with those who were formerly employed by them.

Acting under the provisions of the new statute, we have endeavored to ascertain the present condition of affairs, for the purpose of determining the preliminary question necessary for us to decide, — whether it is "advisable" to "investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same," etc.

Our inquiries have developed the following facts: The manufacturers are not disposed to recede from the position taken by them in posting in their factories the following notice, which we have ascertained to be the principal cause, at the present time, of the differences between the parties, and the only apparent obstacle to an amicable settlement: —

NOTICE.

Recognizing the fact that justice can only be obtained by according to both the employer and employee the right of individual contract for his or her labor, this factory will hereafter be open only to such operatives as will agree to deal individually with the firm or its accredited representative.

On the part of the employees we found a disposition to refer the whole matter to the State Board of Arbitration, and to be governed by its advice.

After mature deliberation and a careful consideration of all the facts and circumstances of the case as now existing, we are of the opinion that the interposition of this Board, by an investigation, would not add materially to the information already acquired, and would not be likely to result in any substantial benefit to either of the parties involved. It is very much to be regretted that, at an earlier stage of the controversy, the good offices of the Board were not invoked by either party, when its action might have resulted in a prompt and satisfactory settlement of the differences.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,

State Board of Arbitration.

The foregoing communication having been read at a meeting of the workmen called for the purpose, on June 20, and fully attended, after some discussion it was voted, that all the workmen, except lasters and bottomers, should return to work on the best terms they could make. Three or four days later the lasters and bottomers also applied for work, and the great labor trouble in Worcester County was at an end. Most of the workmen have been employed since, and although the action of the Board did not lead to a settlement of the controversy on its merits, nevertheless, it was a salutary influence, helping matters to a termination some days or weeks earlier than it might otherwise have happened.

BOSTON, June 22, 1887.

IN THE MATTER OF THE JOINT APPLICATION OF LYMAN D. WILCUTT AND HIS EMPLOYEES, REPRESENTED BY GEORGE W. GRANT.

In this case the employer is a builder, doing business in Boston and vicinity. His employees are represented by the foreman, George W. Grant, the only one of the employees who appeared at the hearing. The matter presented by the employees as a grievance is that the employer "has notified us, journeymen bricklayers, that he proposes to discharge us from his employ because we are not members of a certain society, and gives us as a reason therefor that he wishes to employ additional help, and that said additional help will not work with us. We claim that he has no right to so discharge us, he having no other charges to bring against us."

George W. Grant testified that he is a bricklayer, and that he and the employees represented by him are not members of a union or labor organization; that he had worked two years for Lyman D. Willcutt, most of the time as foreman, and is now employed by him in that capacity; that about a month ago his employer told him "he should be obliged, as he wished to hire more men, to discharge what non-union men were there and hire union men, as union men objected to working with non-union men." No other reason was given for the action proposed, and there are no differences between the employer and his men as to wages or other matters.

Byron E. Stevens testified that he is a bricklayer and a member of the Bricklayers' Union ; that he went to work for this employer, but, after one day and a half, left his employ, to use his own words, " simply because, being a union man, I didn't like very well to work with non-unionists, as a general thing." The witness also said that he was actuated by a " sense of honor " ; and again, " I probably would have been fined a certain sum, if I had worked for him, in time to come, when the by-laws came out. When I left there were no by-laws to that effect that had been made out, but they would have been, within a week to come." This witness further testified that at that time there was no rule that forbade union men working with non-union men ; that he had " no idea what the by-laws are " at present, and that he had since worked, outside of Boston, with non-union men, without making any objection.

Lyman D. Willcutt, the employer, testified that his present employees were " as good men as there are in this State " ; that most of them had been in his employ for ten years and had stood by him when others struck, and he did not desire to discharge them. He further testified concerning the notice as follows : " I notified them that on account of wanting more men, and not being able to get them, I should be obliged to discharge them, or else not carry on more business ; there was work coming up every day that I was estimating on, and, not being able to get men to do it, I should be obliged to do a smaller business or discharge the men."

As both parties to this application agree that the action proposed by the employer would be wrong, and also agree as to the position which they wish the Board to take, it might be doubted whether the case presents any such " controversy or difference " as is contemplated by the statute. But since no one has seen fit to make this objection, and both parties have sought the advice of the Board, the question presented has been fully considered.

The right of these employees to pursue their vocation, without joining any particular society, is as absolute as the right of the employer to belong to an association of employers, or the right of other workmen to join any organization they may see fit to ally themselves with. The real grievance of the employer, so far as it appears from the evidence in this case is, that certain individual workmen, not parties to this proceeding, do not, for reasons which they deem sufficient, choose to work for him. The question of the sufficiency of those reasons is not presented by this application, but their right to decline to work for a particular

employer of labor is no less clear than the corresponding right of the employer to refuse to hire a man who is objectionable to him.

In the opinion of the Board, no facts have been shown in this case that render necessary the action proposed by the employer.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration.

In July a controversy between the lasters of Beverly and their employers culminated in a strike and lockout that caused serious disturbance to the entire business of the town, and threatened a recurrence of the evils well known in that place as the accompaniments of labor difficulties.

The differences related to certain items of a new price-list, which was proposed to take effect from June 1, 1887, and had been debated at length by a committee of the lasters' organization, and a like committee from the association of manufacturers. The latter mainly insisted upon concessions as to the grading of two shops, and as to prices on a certain cheap grade of work. The representatives of the workmen claimed an advance in the price for lasting certain kinds of tips. After much fruitless negotiation between the parties, the committees separated without having arrived at any agreement and without making any appointment for a further meeting. Negotiation having apparently failed of its object, definite demands were made by the workmen in two shops, and not being immediately complied with, strikes were at once ordered in those shops. Nearly all the manufacturers in Beverly made common cause with the factories thus assailed, and talk began to be heard of "free shops." In accordance with an understanding entered into between the employers, the lasters in their employ were discharged, or allowed to go when their work was done, and thus matters

were still further complicated by a lockout. The Board appeared upon the scene at this stage of the proceedings, July 18, put itself in communication with both parties, as well as with the Selectmen of Beverly, and after obtaining the general features of the situation, the following letter, dated July 20, was addressed by the Board to C. S. Hill and Nathan Q. Huse, representing their respective associations: —

SIR: Having fully heard both parties to the controversy now existing in Beverly, the Board is of the opinion that the differences which have arisen between the manufacturers and the lasters lately in their employ are susceptible of adjustment by mediation or arbitration, and, considering the gravity of the situation and the interests involved, we are convinced that some measures should at once be adopted to secure a prompt settlement upon a basis that would be fair and just to both sides.

With this end in view, we hereby recommend that your association appoint two of its members, invested with full power to act, to meet a like number from the other side in the presence of this Board, on Friday, July 22, at 9 o'clock A. M., at the selectmen's room in the Town Hall, for the purpose above indicated.

In compliance with the suggestion above made, committees of two each met in the presence of the Board at the time and place appointed. Discussion of the matters in issue was continued by the committees through several days in the absence of the Board; but, although in many respects a better understanding was arrived at, sometimes amounting to agreement, nevertheless, the committees at last separated without coming to a final agreement upon anything. At this stage the manufacturers proposed "to submit the whole matter to the State Board of Arbitration and abide by their decision," — a proposition which was declined by the lasters.

By this time all the shoe factories in Beverly, with one exception, had stopped. About fifteen hundred operatives were deprived of work.

By a letter received from the Manufacturers' Association, dated July 26, the Board was informed of the failure of the committees to agree upon a price-list, and of the desire of the manufacturers that the Board would act under the law as seemed best. After full consideration the following reply was sent, and was made public for the benefit of all concerned:—

BOSTON, July 30, 1887.

To C. S. Hill, Secretary Beverly Shoe Manufacturers' Association:

SIR: We received your letter dated July 26, 1887, stating that the committees representing respectively the manufacturers and lasters of Beverly, appointed in compliance with the request of this Board, had been unable to arrive at a settlement of the existing controversy. You say further: "We submit the whole matter to you for your action, under the provisions of the law. Your early attention will oblige," etc.

Since the receipt of your letter we have conferred with a committee from your association, with the selectmen of Beverly, and with a committee of the lasters, for the purpose of ascertaining what differences still remained, and to learn to what extent the public is affected, or is likely to be affected, by the present situation at Beverly.

We found, on the one hand, that the manufacturers still adhered to their claim of a reduction in the price paid for lasting on a certain cheap grade of work, made in most of the shops, while, on the other hand, the lasters insisted upon an increase of wages for lasting square-cut patent calf tips, made in a few of the shops only.

All other matters originally in dispute had been disposed of by agreement of the parties among themselves, through mutual concessions.

The matters which are yet in dispute should, in our opinion, have been submitted by both parties to arbitration, — either to the State Board, as you suggested, or to a local board made up of persons selected by the parties to the controversy, as provided by the law of the State.

Under existing circumstances, some of the lasters have struck, and the rest being locked out, we cannot, under the law, render any decision as arbitrators upon the merits of this controversy. We might, if we deemed it advisable, enter upon an investigation, and declare publicly which party is chiefly to blame for the present condition of things. We do not, however, think it would be wise to adopt this course in your case at the present time, since it would necessarily involve considerable delay, as well as the risk of losing all benefit from what has already been done toward the restoration of harmony.

But, in the performance of our duties as mediators, we are clearly of the opinion that the attempt of the parties to agree upon a settlement ought not be allowed to fail by reason of anything that has yet appeared; and the difference in money value between the claims made on each side being so small, in comparison with the great and certain loss that will be suffered by employers and employees, as well as others in the same community with them, should this contest be continued, we have decided to make known the following recommendations:

We deem it for the best interest of all concerned, and we recommend, in view of all the circumstances of the case, that the lasters who have struck, or have been locked out, be reinstated and received back in their old places on Tuesday morning next, to work at the same prices that were paid at the time of stopping work two weeks ago, but with the changes agreed upon touching the shops of J. H. Baker & Co. and Myron Woodbury; that the manufacturers allow the claim of the lasters, of thirty cents per case of sixty pairs for square-cut patent calf tips; and that the prices so arranged be agreed upon in writing and signed in the usual way, to stand until June 1, 1888.

At every stage of this case the manufacturers have expressed their willingness to abide by the recommendations of this Board, holding, as it does, the position of a disinterested third person, invested with power and duties by the law which is over all of us. The lasters on their part declined every proposition for arbitration. Your attitude in this respect leads us to believe that this last recommendation of the Board will be received and acted upon in the same spirit that you have shown hitherto.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,

State Board of Arbitration.

The recommendations of the Board were promptly complied with by both associations. On the first day of August work was resumed and proceeded with, as usual, in all the factories of Beverly, and from that time to this the Board has heard nothing from that town except commendation of the work done in this case, which affords convincing proof, if any were needed, that the law which makes it the duty of the Board to assume the initiative in such cases is a wise one. When it is remembered that the yearly pay-roll of the Beverly manufactories rises to about \$1,000,000 a year, it is difficult to over-estimate the importance of the result here attained.

BOSTON, August 4, 1887.

IN THE MATTER OF THE JOINT APPLICATION OF THE BOSTON CONSOLIDATED STREET RAILWAY COMPANY, OF BOSTON, AND THE HORSE-SHOERS IN ITS EMPLOY:

The application in this case was filed July 16, 1887. Five days previously all the men employed by the corporation in the shoeing of horses struck, after demanding higher wages. The Board, of its own motion, intervened, and by mediation brought about an understanding, in accordance with which all of the workmen, with one exception, returned to work at the prices paid at the time of the strike; and both the corporation and the employees joined in submitting to this Board all the matters in dispute between them. It was further agreed in writing that the decision of this case "shall be binding upon the parties for the term of one year from the date of the decision." This arrangement at once put an end to the strike, and opened the field to reason and the sober discussion of all the facts bearing upon the matters in question — a result that was in great part due to the employee who was not received back, but nevertheless urged his fellow-workmen to return to work without regard to him.

The workmen claim an advance in their wages, which are now fourteen dollars a week for floormen or drivers, and fifteen dollars for foremen or fitters; that nine hours shall constitute a day's work on Saturday and seven hours on Sunday. On each of the other five days of the week they expect to work ten hours, as they have heretofore done. The corporation "desires to pay its horse-

shoers on a graduated scale and according to the ability of the particular workman." It desires the privilege of employing apprentices, should it see fit to do so, and wishes to pay for work done on Sunday at a price per hour to be fixed by the Board.

Having heard the parties at length, the Board recommends that the corporation pay the horse-shoers in its employ as follows: —

Foremen or fitters, sixteen dollars and one-half (\$16.50) per week;

Floormen, drivers or nailers, fourteen dollars (\$14.00) per week;

For Sunday work, thirty-five (35) cents per hour for time actually expended.

Six days shall constitute a week, and the men are to work ten hours every day, except Saturday and Sunday, nine hours being the limit on Saturday.

If the employer chooses to receive boys into the shops, as apprentices, with the pay of apprentices, for the purpose of learning an honorable trade, no objection should be made to it by the employees represented in this case. No objection was made to this course at the hearing, and it was conceded by the corporation that it would not be necessary or profitable to have many apprentices at one time.

The above prices are intended for competent skilled workmen, able to do a fair day's work at horse-shoeing, as it is done in the railroad shops of Boston. For the labor and responsibility of superintendence, additional compensation should be paid, according to the extent and kind of work required and the skill and capacity of the employee. Should there be others who, although skilled workmen, are, by reason of age or for other cause, unable to do a full day's work, the fact that they are unable to earn the standard amount of wages recommended above should not prevent them from obtaining employment, where they can be useful, for such wages as their labor is fairly worth to their employer. In fixing the standard of wages to be paid, the Board confidently expects that particular cases of the kind indicated above will be fairly and considerately dealt with by all parties interested in this decision.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration.

Early in August a difficulty arose in the shoe factory of W. L. Douglas, of Brockton, growing out of the introduction of machines for lasting. The forty men employed in doing this work by hand struck work, and after some discussion of the situation the employer obtained more machines, and non-union help to operate them. On the one hand, the workmen disclaimed any hostility to the machines and insisted that the difference related solely to prices. On the other hand, the employer said that there was no difficulty about prices, and that he did not care, in general, whether a man belonged to a union or not, but in the matter of these machines he insisted that, in order to obtain a fair test of their capacity, as compared with the results of hand work, he must be allowed to hire a certain proportion of non-union men to work with the others. In this way, he thought the experiment of using machines would be fairly tried, and a result obtained that could be depended upon.

The Board visited the scene of the controversy several times, and endeavored to persuade the parties to agree to some method of settlement, but neither party requested or seemed to desire that the Board would interfere for the purpose of doing impartial justice between them; and as this trouble was confined to one shop, and the employer at all times expressed his ability to procure all the help he wanted, it appeared to us that there was no public exigency which seemed to call for an investigation by the Board. If one side only,—or, better still, if both parties had been disposed to put themselves in a position to accept a fair settlement of the questions involved much loss of time and money might have been prevented without injury to any one.

The spinners employed by the American Linen Company and the Mechanics' Mills of Fall River, struck work on or

about August 1, and, some apprehension being felt of a general disturbance in that city, the Board went to the scene of the trouble and conferred with the parties on three separate occasions. Complaints were made of the great speed with which the machines were run in the hot weather of July, of the quality of the stock used, and of the consequent inability of the operatives to earn their usual wages. The differences at the Mechanics' Mills were adjusted without any public action of the Board, but there was considerable difficulty in bringing about an understanding between the American Linen Company and its employees, eleven hundred of whom were deprived of work by this controversy with the employees in one department. On August 16 the Board recommended a conference of the spinners' committee with the treasurer of the corporation. The suggestion was promptly acted upon, but the meeting was without any definite result. On August 25 the parties met in the presence of the full Board at Fall River, and although matters were fully discussed, no conclusion was reached at this time, and a further conference between the parties having failed to accomplish definite results, the Board again proceeded to Fall River on September 7, when the terms of a settlement were happily arranged and agreed to by all concerned.

The following statement, presented by a committee of the spinners and drawn up by their agent, Hon. Robert Howard, was signed by the treasurer of the American Linen Company, in the presence of the Board, with the understanding, assented to by both parties at the same interview, that if, when the machines were running again, any difference should arise as to the stock or the spinning, it should be left to the determination of this Board:—

A report of the interview this morning was submitted to the spinners, and after a little discussion it was voted that every spinner was willing to resume work on Tuesday morning next, on condition that the spinning be made so that they could reasonably operate the mules; that every man return to his own situation and that advantage be taken of no one for their participation in the present trouble. The spinners believed the past should be forgotten, and that, in future, before leaving their work for any cause, they would first notify the proper officials, as they considered it a more business-like and honorable course to pursue, thus obviating loss of the company's money, as in this case, by getting up steam, etc.

[Presented by a party of seven spinners, Sept. 3d, 1887.]

If the spinners wish to return to their work, each to the place he left, they can do so.

P. D. BORDEN, *Treasurer.*

FALL RIVER, Sept. 7th, 1887.

On the following Monday work was resumed, and there has been no recurrence of the grievances complained of on either side. In the negotiations that immediately preceded the resumption of work, the mayor of the city, Hon. John W. Cummings, rendered material assistance in enabling the Board to bring the parties together under the most favorable circumstances for all the interests involved.

**IN THE MATTER OF THE PETITION OF JAMES F. CARR, IN BEHALF
OF THE EMPLOYEES OF RUMSEY BROTHERS, OF LYNN.**

The firm of Rumsey Brothers is engaged in the manufacture of fine grades of boots and shoes in the city of Lynn, and the questions presented by this application are raised by the employees engaged in the processes of heelng, buffing and beating out. The employees in these departments have been paid, since the fall of 1886, by the week. In general, throughout the factories of Lynn, the custom prevails of paying operatives in these departments by the piece. In June last the men in these departments became dissatisfied, and desired to be paid by the piece the same prices that were being paid in other shops in the city for the same grade of work as that made by Rumsey Brothers. On June 28, Rumsey Brothers required them to sign a printed statement, which was pre-

sented to them individually, agreeing not to associate themselves with any labor organization while they were employed by the firm. Upon the refusal of the workmen to sign this statement the matter was allowed to subside, but two days afterward two of the workmen who had refused were discharged, and their comrades in the making room quit work on July 1.

On July 11, this Board first received notice that a strike was seriously threatened in all, or almost all, of the departments of this factory, and by communicating with the parties, induced them to confer together, with a view to arriving at a better understanding and to effecting an amicable settlement, failing which it was arranged that the differences remaining unsettled should be passed upon by the Board. After several days spent in fruitless negotiations, the suggestion of arbitration being again resorted to, the employer expressed a preference for a local board of arbitration. The employees assented and appointed an arbitrator. The firm on its part appointed one, and the two so chosen endeavored to agree upon a third man, but were unable to do so. After all parties were fully convinced that arbitration in that form was impracticable, the employees, on August 15, 1887, made a formal application in writing to this Board, which is the application now under consideration. The employers have been fully cognizant of the proceedings at every stage, but declined to join in the application presented by the employees, or to present one themselves, although expressing their willingness to submit to the Board the question of prices to be paid by the week. In this connection the Board would state that the employees were willing to come before the Board upon all matters in dispute, under the form of a joint application, by which Rumsey Brothers could have put before the Board the question of employing men by the week, and any other matters they desired, the men agreeing to abide by the decision of the Board, whether wages be paid by the piece or by the week. It is to be regretted that Rumsey Brothers did not see their way clear to adopt this course, by which all matters in dispute might have been finally determined by the Board.

A public hearing was had, but as the employers did not appear it was thought best to verify the statements made at the hearing, as to prices paid in other factories in Lynn, by independent inquiries pursued by the Board for its own enlightenment, as has been done heretofore. The first and second specifications of grievances are "that the prices paid by the firm of Rumsey Brothers, in the heeling, buffing and beating-out departments, are below the standard lists of prices that are being paid upon the

same grade of shoes throughout the city of Lynn; that Rumsey Brothers insist upon employing their help in the above-named departments by the week, to the detriment of the other shoe manufacturers and the disadvantage of their employees." The Board has treated these statements as amounting to a claim that higher prices should be paid by the firm, and that, instead of prices by the week, piece prices ought to be paid; and, after full consideration, the Board is of the opinion that the prices given below are fair prices, tried by the standard of what is paid by other manufacturers in Lynn for work of a fine grade,—that is, of the same grade as the work done in the factory now under consideration.

	Cents.
Nailing on National machine, per case, 60 pairs,	65
Shaving heels on Smith or Buzzell machine, randing heel-seats included,	55
Scouring and breasting heels,	45
Burnishing heels on Twin Tapley machine — black twice, burnish twice, beading heel-seat included,	55
Burnishing heels on Twin Tapley machine — black twice, burnish once, beading heel-seat included,	45
Nailing heel-seats,	30
Buffing heels and fore-parts on last,	35
Cleaning bottoms on Naumkeag machine,	30
Beating out on Little Giant machine,	50
Re-lasting,	30

The third and last specification is that the firm "have not lived up to a verbal agreement entered into by said Rumsey Brothers and the representatives of their employees when the men returned to work on July 15, 1887, to wit, that all help should return to their former employment pending arbitration, said Rumsey Brothers having changed some of the men in the above-named departments from the machines they were employed on when they went out, and put other men on their machines." On July 13 a committee of three, representing the employees, called upon Rumsey Brothers, in accordance with a recommendation of this Board, made July 11, for the purpose of endeavoring to adjust all matters in dispute between Rumsey Brothers and their employees, it being agreed with the Board by both sides that all matters that could not be mutually adjusted by this committee and Rumsey Brothers should be submitted to the State Board. The three members constituting this committee appeared before the Board at the hearing, and testified that their understanding at the conference with Rumsey Brothers was that the men who came out on July 1 "should return to their former employment pending arbit-

tration." They further testified that "when they returned one man was refused employment, and two others were changed from the machines they were working upon and were put at doing work around the shop. They had spent time and energy in learning to operate these machines, so we claim he has violated the agreement he made." It was further testified to before the Board at the hearing, by Edward F. Danks, one of the two operatives who were changed from the machines they were working upon, that he was told by Mr. Rumsey "that if you went back to work you should be put on your old machine."

This testimony, coming as it does from one side only, concerning the terms of agreement claimed to have been entered into between the parties on July 13, does not place the question before the Board in as satisfactory a manner as if both sides had appeared and testified at the hearing. But the Board is not absolved from a careful consideration of the testimony as it was presented at the hearing; and, as the three members of the committee representing the employees agree as to their understanding of the agreement specified, and the witness Danks testified that Mr. Rumsey himself told him that if he returned to work he should be put back on his old machine, but was put back on different work, the Board is of the opinion that the agreement, as understood by the committee and Danks, was violated.

From the beginning, this Board has earnestly endeavored to secure concurrent action, in some form, between the parties to this controversy. If such a course had been adopted, no doubt all matters in dispute would have been amicably adjusted.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration.

BOSTON, Aug. 31, 1887.

This decision having been made public on Aug. 31, the employees on the following day requested the firm to conform to the recommendations of the State Board. Rumsey Brothers' refusal to do so was followed by a strike on Sept. 3. After an interval of five days, they reconsidered their refusal and accepted the terms of the decision; and on the next day the factory was running as usual, since which time the Board has received no complaints from this factory.

IN THE MATTER OF THE PETITION OF THE ROCKLAND COMPANY,
OF ROCKLAND, AND ITS EMPLOYEES.

This application was filed Sept. 9, 1887. The Rockland Company is a corporation engaged in the business of manufacturing boots and shoes. About a fortnight before the application was received, the hand-sewers struck for higher wages for sewing on welts. After some ineffectual attempts by the parties to settle the difficulty by themselves, the Board put itself in communication with both sides, and by its mediation succeeded in prevailing upon the workmen to return to their former employment, and both employer and employees jointly submitted for the decision of this Board all the differences existing between them.

A public hearing was had, which was followed by careful inquiries pursued in other shops making goods of a like grade with those manufactured by the Rockland Company in the department in question. These are goods of a high grade, and are claimed by the company to be equal to those of any other manufacturer in the State.

In most of the shops that have come under our notice the threads are made by the workmen, but here the company, for reasons which it deems well-founded, prefers to furnish threads prepared by machine. These threads, however, the workmen must complete by waxing them and putting on the bristles, and the men are not willing to admit that it is any advantage to them to have the threads furnished as above described. Without expressing any opinion upon this particular point, there can certainly be no valid objection to the employer's furnishing these threads if he chooses to do so, in order to obtain better results, or for any reason; and the following prices for sewing on welts are hereby recommended, with the understanding that the threads are to be furnished by the employer, as is now done:—

		Per Pair.
Plain toe, . . .	8½ stitches per inch,	21 cents.
Cap toe, . . .	" "	22½ "
Plain toe and box, .	" "	24 "
Cap toe and box, .	" "	24 "

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration.

BOSTON, Sept. 29, 1887.

On September 13 and 14 strikes occurred in several furniture manufactories in Boston, the employees directly interested being the finishers and painters. The Board at once put itself in communication with the parties, and found that the demand was, that nine hours instead of ten should be the limit of a working day. The workmen expressed their willingness to conform to the advice of the Board, at least so far as to appoint a committee to confer, in the presence of the Board, with a like committee to be appointed by the New England Furniture Exchange, the organization to which the manufacturers belonged. But the secretary of the manufacturers' association replied in writing that, "as there is nothing to arbitrate in our association at present, it was thought needless for a committee representing our association to meet the State Board," as requested. After the receipt of this communication, the Board having further considered the situation and conferred with the workmen immediately interested, the latter expressed their willingness to submit all their grievances to the decision of this Board and asked for such advice in the premises as the Board might see fit to offer. The following letter of advice was accordingly addressed to their agent:—

STATE BOARD OF ARBITRATION.

BOSTON, Sept. 15, 1887.

MR. GEORGE SHELDON, REPRESENTING THE FURNITURE FINISHERS
AND PAINTERS OF BOSTON:

SIR:—The Board has a reply from the Secretary of the New England Furniture Exchange, in response to a request of this Board that a committee representing the employers be appointed to meet a like committee of the employees at this office to-day, in the presence of the Board, for mutual conference. This request has been declined by the manufacturers. We would recommend that you present the grievances complained of to this Board by a formal application. In order to meet the requirements of

the law, it will be necessary that all the employees whom you represent, who have quit work, should promise to return to their former work, pending a decision.

Respectfully,

RICHARD P. BARRY, *Secretary.*

At a meeting of the workmen held Sept. 15, the foregoing communication was read, and thereupon, in accordance with the recommendations of the Board, it was voted that the employees return to work in their former places, and on the 17th everything was proceeding quietly as usual. No subsequent application or formal statement of grievances has been presented, and, so far as the Board's information extends, the controversy has not since been reopened in any manner.

BOSTON, October 29, 1887.

IN THE MATTER OF THE JOINT APPLICATION OF J. W. INGALLS & SON, OF LYNN, AND THEIR EMPLOYEES.

In this case the Board is called upon to fix prices for channelling or bottom-finishing in the shoe factory of J. W. Ingalls & Son, in Lynn. The following prices are recommended for the work done in this shop in that department:—

No. 11	.	.	.	.	.	.	.	\$1.40
No. 6	.	.	.	.	.	.	.	1.05
No. 19	.	.	.	.	.	.	.	1.90
No. 17	.	.	.	.	.	.	.	1.60
Panel, imitation hand-turn	.	.	.	.	.	.	.	1.95
Waukenphast finish	.	.	.	.	.	.	.	1.15
Plain stripe, spring heel	.	.	.	.	.	.	.	.90
Spring heel, black top	.	.	.	.	.	.	.	1.40
Monogram, extra	.	.	.	.	.	.	.	.10

The foregoing prices are for cases of 60 pairs of women's and misses' boots or shoes, or 72 pairs of children's.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration.

IN THE MATTER OF THE PETITION OF WILLIAM PERRY, IN BEHALF
OF EMPLOYEES OF THE WINONA PAPER COMPANY, OF HOLYOKE.

PETITION FILED SEPT. 26, 1887.

HEARING, OCT. 12TH AND 13TH.

This is an application by the tour-workers in the employ of the Winona Paper Company, alleging that they "work from six p. m. until seven a. m., every alternate week," in their respective positions as engineers, machine-tenders and assistants; "that the labor required of us has almost reached the limit of human endurance, and that portion of it contained in the hours which we work on Monday morning is the most burdensome to us and the least profitable to our employers." They desire "that the hours of labor be changed, in so far that we shall begin work on Monday morning at seven o'clock and stop work at ten o'clock on Saturday night, in place of beginning at twelve o'clock on Sunday night and stopping at twelve o'clock on Saturday night."

Tour-workers, so called, are the employees in a paper mill who work by day one week, and by night during the week following, a week's work being a tour. For many years it has been the general practice in paper mills throughout the country to run the machinery without cessation from twelve o'clock p. m. on Sunday to twelve o'clock p. m. on the following Saturday. In order to do this it becomes necessary to have, for the machines and engines at least, two sets of workmen for each day of twenty-four hours. The continuous running of the machinery is supposed to be necessary by reason of the nature of the work; sharp competition, leading to a desire for the largest possible product; the great cost of the plant and machinery, in comparison with the product; and the amount of fixed charges. The existence of these conditions has caused many manufacturers to hesitate about shortening the week's run, a change which, they fear, will seriously lessen the profits of their business.

In July last the tour-workers presented their request for relief to the American Paper Manufacturers' Association, at a meeting held at Saratoga, and subsequently by petitions presented to individual employers, some of whom, in Holyoke and elsewhere, have acceded to the request of the workmen, to a greater or less extent. But it is agreed on both sides of the question that whatever change of hours may be decided upon it should be adopted by the trade generally, if permanent good results are to be expected.

The employees of the Winona Paper Company have brought the matter before the Board, not because of any peculiar difficulty or controversy in the mill of that company, but because it is one of a group of mills in Holyoke that still require of their tour-workers

seventy-two hours' work per week on the night tour. The corporation has not, strictly speaking, joined in the application, but it has been represented at each session of the Board, and its officers have courteously assisted the Board in attempting to judge the matter from every possible point of view.

Many other of the leading manufacturers of Holyoke, by invitation of the Board, have been present at its sessions, and have given both their actual experience in the past and their judgment as to the future in respect of shortening the week's work.

Inquiries as to the practical results of a shorter working week have been sent to manufacturers of paper in other States, answers being received from New York, Pennsylvania, Connecticut, Maine, New Hampshire, and seven other States, besides Massachusetts. The replies received from these sources, almost without exception, express satisfaction with the shorter week now prevailing in the mills that have been heard from, and the opinion that a general agreement among paper-makers to lessen the hours of labor would be beneficial both to employers and workmen, and advantageous to the trade in general.

The Board is fully convinced that the hours of work now prevailing in the mill of the Winona Paper Company, and other engine-sized mills in Holyoke, are excessive, and that a due regard for the comfort and moral and physical well-being of the operatives must lead in the near future to a change in this respect, not only in Holyoke but throughout the country. The existing arrangement is objectionable, because under it men not only work more hours per week than in any other industry, half of the time by night and under a great and constant mental strain and anxiety, but the requirement that the men shall be on hand to start up the mill at twelve o'clock on Sunday night renders it necessary for the workmen of whom this duty is expected, the men on the night tour, to spend more or less of the daytime on Sunday in sleep. This involves undue hardship and fatigue for them and their families, and time is thus lost to them which ought to be their own for social and religious uses. It is claimed, and appears to be established by the evidence, that the work done in the first six hours after starting the mill on Sunday night is more burdensome to the workmen than the same amount of work done at any other time in the week, and that the results to the employer are not equal, in quality or amount, to what is done at other times in the same number of hours. As to the work of Saturday evening, however, there does not appear to be so many or so vigorous objections from the workmen, and it is noticeable that many of the manufacturers who

have most readily consented to postpone the beginning of work until Monday morning at six or seven o'clock, as the case may be, insist upon running as late on Saturday night as a due regard for the Lord's day will permit.

In reaching the conclusion arrived at in this case the Board has not been free to declare its opinion, absolutely, as to the number of hours that ought properly to constitute a day's work in a paper mill. The request here is for a lessening of the number of hours, by shutting down two hours earlier than at present and starting up seven hours later. The question as it comes to the Board is, how much of the relief demanded can be granted by the manufacturers without seriously impairing their business? or, what amounts to the same thing, how much can reasonably be asked by the workmen of their employers? In deciding this question the Board must, of necessity, recognize the conditions existing in the trade, especially in a great centre of the paper-making industry like the city of Holyoke.

In view of all the facts the Board recommends:

First. That the Winona Paper Company shut off the stuff in its mill at eleven o'clock on Saturday night of each week, or as much earlier as may be necessary, to enable every tour-worker to reach his home before the advent of Sunday:

Second. That the mill remain shut down until six o'clock on Monday morning of each week.

Third. The Board is of the opinion that the change of hours here recommended for the Winona Paper Company ought to be adopted and put in force by other paper mills, in Holyoke and elsewhere, that now start up at twelve o'clock on Sunday night.

Fourth. The Board further recommends that the change of running time herein recommended be adopted on Monday, the fifth day of December next.

The Board is deeply impressed by the suggestion that it would be unjust to require the Winona Paper Company, or any other single manufacturer, to conform to new regulations not adopted by its nearest competitors; but since all admit that a change of the kind proposed would be advantageous to everybody, if generally accepted by the trade, it is clearly within the power of the manufacturers, acting collectively, to solve the problem, and to arrange all the details that may be necessary to carry the change into effect.

As the application in its terms touches the Winona Paper Company alone, the Board must, of necessity, address itself to that corporation, trusting, however, that the advice asked for and given in this case will be received by all who are engaged in this

important industry, and acted upon by them in the same spirit of mutual forbearance and respect which have heretofore characterized in a remarkable degree the manufacturers of Holyoke and their employees. Such relations are of great practical value in these times to any industry; and the Board is confident that the courage, energy and liberality that have built up and extended this great industry in our State will be amply sufficient to meet the present difficulty by conjoint action, and settle the matter in the only way in which a right result appears to be attainable.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration.

BOSTON, Nov. 14, 1887.

The Winona Paper Company complied promptly with the recommendations made, and, about the same time, the changes suggested were adopted by the Albion Paper Company and the Chemical Paper Company, of Holyoke. The Beebe & Holbrook Company and the Union Paper Company shortened their running time, but subsequently returned to the old hours, for reasons which have not reached us.

Previously to the action of the Board the following mills in Holyoke had shortened their running time: Franklin Paper Company, Wauregan Paper Company, Newton Paper Company, Parsons Paper Company, Mount Tom Paper Company, Valley Paper Company, Whiting Paper Company No. 1 and No. 2, and Holyoke Paper Company.

Notice in writing was received, on Nov. 23, from Maurice Flynn, a manufacturer of boots and shoes in Lynn, stating in general terms that trouble had arisen in his factory between him and the men employed as cutters. The applicant expressed his willingness to abide by the decision of this Board, and solicited the earliest possible attention to the subject. Necessary inquiries were made by the Board in an informal way, and such steps were taken that within three days from the receipt of the above-mentioned notice the difference was fully adjusted.

IN THE MATTER OF THE PETITION OF SAMUEL F. CROSMAN, OF
SWAMPSMOTT, AND HIS EMPLOYEES AT LYNN AND BEVERLY,
REPRESENTED BY JAMES F. CARR.

PETITION FILED NOVEMBER 12, 1887.

HEARING, NOVEMBER 17, 1887.

The business of the employer, in this case, is the stitching of uppers of boots and shoes. He has two shops, one in Lynn and the other in Beverly. This application concerns the makers of button-holes in both shops, the employer desiring that the Board "fix the prices for said work to be paid by the week." One or two persons in each shop who are not employed continuously in working button-holes, but are assigned from time to time to other work, now receive as wages a certain sum per week.

With these exceptions, all the makers of button-holes are paid at the rate of six cents per hundred button-holes. The work is done with the aid of the Reece Button-hole Machine, and the employees prefer a price by the piece, as at present, to a price by the week. The employer, who is the party moving for the change, complains that the very natural desire of his employees to turn out a large amount of work, and by so doing earn high wages, leads them to slight the work, and consequently there is a loss in quality, — that is, the operator puts in less than the required number of stitches. This cause of complaint, he thinks, would not exist if he could hire his help by the week. The complaint is, also, that work of the lower grade is better than he requires, while the work of the higher grade is not good enough. But it appeared very clearly in evidence that, until about the time of the making of the application, the different grades were not well defined in the shops of this employer, and there was consequently room for misunderstanding concerning the number of stitches required on a given set of button pieces. There need be no misunderstanding of this kind in the future, because hereafter, by the direction of the employer, tags will be attached which will indicate clearly that the work is to be of the first, second, or third grade, as the case may be; and if the work is not done according to the employer's directions, he will have the remedy in his own hands, and may discharge the operator who is in fault. The employees in these shops who are engaged in making button-holes are for the most part quick, intelligent, and skilful, and the sum which the employer offers to pay or would be willing to pay, by the week, would fall short of the amount now earned per week by the more expert operators on the machines. The method of payment now in use

has this merit, at least, that under it each employee is compensated for the amount of work actually performed by her, and is not obliged to accept an arbitrary rate which may be more or less than her labor is worth.

On the whole the Board is unable to find in the circumstances of this case any good and sufficient reason for changing the conditions in the shops in question, so far as to substitute payment by the week for payment by the piece.

It remains, then, for the Board to decide what price or prices ought to be paid in these shops,—payment to be made by the piece. This employer now pays in Lynn at the rate of six cents per hundred button-holes, and the same price in Beverly, although every other employer in Beverly pays five cents for similar work. It is conceded on all sides that for work done on the Reece Machine the prevailing price is six cents per hundred, in Lynn, and five cents in Beverly. The Board is constrained to recognize the fact of this difference between the two places, since the case has not been presented by either side in such a way as to call upon the Board to fix one rate for both. In this view of the subject there is no more reason why this employer should pay Lynn prices in his Beverly shop than that he should pay Beverly prices in his Lynn shop. And the Board therefore recommends that he pay for work done with the Reece Machine at the rate of six cents per hundred button-holes in Lynn, and in Beverly five cents,—an arrangement which will place him on an equality with other employers in either place.

If the prevailing price in Lynn or Beverly is thought by persons interested to be too high or too low, the subject may be brought up and inquired into in the usual way. In this case, however, at the request of both parties, no public notice was given of the hearing on the application, and the Board would not be justified in recommending changes of a radical nature, except after notice to all persons, whether employers or employees, who might be affected by the changes proposed, and a thorough investigation by the Board.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration

BOSTON, Nov. 30, 1887.

IN THE MATTER OF THE PETITION OF J. H. WINCHELL & Co.,
OF HAVERHILL, AND THEIR EMPLOYEES.

On Nov. 21, 1887, it came to the knowledge of the Board that a strike had occurred in the stitching-room of J. H. Winchell & Co., of Haverhill. On the next day following, a member of the Board visited that city, conferred with the employing firm and its employees, and induced the latter to return to work, with the understanding, assented to by the firm, that the matters in controversy were to be referred to this Board for settlement. On Nov. 28, two members of the Board met the parties in Haverhill by appointment, and an application in writing, setting forth the matters in controversy, was prepared, which was then signed by James H. Winchell, for the firm of which he is a member, and by Townsend P. George and J. Merrill Ordway, agents of the employees. But before the usual notices of a hearing had been issued the Board received a letter from said firm, dated Nov. 29, stating that they had decided to close out their business and sell their machinery, and would not be represented at the proposed hearing on the joint application. An essential part of the written application was the statement that the firm of J. H. Winchell & Co. "promises to continue on in business without any lockout," until the decision of the Board, "if it shall be made within three weeks of the date of filing this application."

On Dec. 8, the full Board held a session in Haverhill, notice having been given to both sides, three days in advance, that the Board would meet at a time and place named, for the purpose of making inquiry into the circumstances, and to determine what further action, if any, ought to be taken under the application before the Board. Several of the employees interested in the application appeared and made statements of facts, but the firm did not appear, nor offer any explanation of what had occurred since the filing of the application. In view of the circumstances, no hearing was had on the questions as to prices, presented in the petition, and the original controversy remains unsettled.

The following facts, however, which occurred since the filing of the application are found by the Board: That immediately after signing the application and entering into the agreement therein contained, this employer proceeded to advertise the machinery in his stitching-room and to discharge his employees in that department as they finished the work that they were engaged upon. In this manner all the employees in this department, to the number of about seventy, mostly girls and women, were either directly discharged or were left without work by reason of the discharge of

others. This extraordinary conduct by one party to a proceeding regularly begun before this Board has been left without explanation by the employer, and the Board finds no evidence of anything in the conduct of the employees calculated to incite the employer to such action.

In the opinion of the Board, this action of J. H. Winchell & Co., since the application was signed and filed, is a violation of the promise made by the firm in writing, with a full knowledge of the circumstances, and the Board hereby reports that said firm is alone to blame for the present unhappy state of the controversy with its employees.

No further proceedings could be had under the law without the consent in writing of the employees, and since, as the case stands, the agents of the employees do not request any further action, the application is dismissed.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration.

BOSTON, Dec. 12, 1887.

IN THE MATTER OF THE JOINT APPLICATION OF BAKER & CREIGHTON,
OF LYNN, SHOE MANUFACTURERS, AND THEIR EMPLOYEES.

PETITION FILED DEC. 23, 1887.

HEARING, DEC. 27.

In this case, as it was at first presented, the employees claimed an advance in the prices paid by the firm for buffing and beating-out; and the firm, on its side, claimed a reduction in the price for nailing heels with the National Heeling Machine. Before the day set for a hearing all differences had been quietly adjusted by the parties, with the exception of that relating to buffing. The price which has been paid for this work for several months, in the shop in question, is thirty-five cents per case of sixty pairs of women's and misses' and seventy-two pairs of children's shoes. It is contended that this price should be raised to forty cents. Inquiry has been made into the prices paid by other employers in Lynn for similar work on goods of a grade similar to those manufactured by Baker & Creighton, and after giving the matter full consideration the Board is not convinced that the present price is too low for the work done in this shop. In the absence of good and sufficient reason for the advance, the Board recommends that the sum of thirty-five cents per case be paid, as at present, exclusive of the rimming.

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration.

BOSTON, Jan. 23, 1888.

REPORTS OF LOCAL BOARDS OF ARBITRATION.

The following reports have been received from local boards of arbitration formed under St. 1886, c. 263, § 7; St. 1887, c. 269, § 4:—

MARLBOROUGH.

Weston Lewis, Esq., Chairman State Board of Arbitration, Boston, Mass.:

DEAR SIR: In compliance with chapter 263, sect. 7, Act of the General Court, approved June 2, 1886, we transmit to your Board the enclosed communication, pertaining to the difference, and arbitrament of same, between J. E. Curtis, Esq., superintendent shoe factory of Messrs. Rice & Hutchins, on the one part, and female help employed in his stitching-room, on the other part. The Board of Arbitration was composed of three,—Mr. Charles Smith, of the Knights of Labor, B. F. Greeley, superintendent of a boot and shoe factory, and Rev. Wm. F. Dusseault, a disinterested party mutually agreed upon by the two first-named. The grievance in the case, as claimed by Knights of Labor, was the hiring of Miss Nellie Glennon, who is an expert operator on an Amazeen skiving machine, to run said machine, this machine doing the work of three hand-skivers formerly employed, the labor organization claiming that one of the hand-skivers, who was not familiar with running the machine, should have been taught to operate it, in preference to hiring in an expert and depriving the inexperienced hand of work.

We remain, yours very truly,

Wm. F. DUSSEAU^T,
B. F. GREELEY,
Committee of Arbitration.

MARLBOROUGH, MASS., March 4, 1887.

Agreement between the Two Opposing Parties.

Know all men that we, J. E. Curtis, on the one part, and the help employed in said Curtis's fitting-room, on the other part, do hereby promise and agree with each other to submit, and do submit, all differences as to the employment of Miss Nellie Glennon in said fitting-room to the arbitrament and determination of B. F. Greeley, Charles Smith and William F. Dusseault, whose decision and order shall be final, binding and conclusive on us; and in case the decision shall not be unanimous, the decision and order of a majority of said arbitrators shall be final and conclusive.

(Signed)

J. E. CURTIS.

(Signed)

L. L. JAQUITH,

*For Help and Knights of Labor.**Decision of Majority of Board of Arbitration, the Third Party Refusing to Sign.*

We, the undersigned, members of the Board of Arbitration in the case of Mr. J. E. Curtis, on the one part, and the help employed in the fitting-room of the Curtis factory, on the other part, after due consideration of the statements and evidence submitted at the hearing, decide that Mr. J. E. Curtis was justified in employing Miss Nellie Glennon.

Wm. F. DUSSEAU,

B. F. GREELEY,

Majority of Board of Arbitrators.

MARLBOROUGH, MASS., March 2, 1887.

NORTH ADAMS.

We, the undersigned, members of the Local Board of Arbitration, in the matter of complaints in the Shoe Manufactory of Mr. Norman L. Millard, find —

First. That the foreman of the fitting department, Mr. Wm. Fiedler, had an undoubted right to assign the work in question to either Miss Bowen or Miss McNamara, as he deemed it for the best interests of his department. But, as he states that there is no choice between the two operatives as to skill and diligence, we are thrown back on the merits of the case itself for a decision.

Second. After a careful review of the complaints and the evidence we find that the foreman, Mr. Fiedler, is blameworthy for making two agreements for the performance, by two parties, of the same work, when ordinarily there is only enough to keep one hand occupied.

(1st.) By directly agreeing to restore her place and work to Miss Bowen.

(2d.) By allowing Miss McNamara to work under a misapprehension, and failing to correct it, when, in an interview, she gave him an opportunity to do so.

Third. We recommend in this department, and in all similar ones, definiteness of rule and directness of dealing. We recognize the necessity for allowing a foreman large discretionary power, but also urge the absolute duty of such foreman to exercise that power without arbitrariness or partiality and with due regard for the rights of the operatives under him.

Fourth. Miss Bowen, according to the evidence, seems not to have omitted to do anything necessary or proper for the retention of her job or the fulfilment of her agreement.

Fifth. Miss McNamara's good faith is unquestioned, except in her failure to know, by easily made inquiry or even from the ordinary talk of the room, that Miss Bowen was detained out by sickness and would return sooner or later.

Sixth. In fairness to both Miss Bowen and Miss McNamara, supposing each to have acted in entire good faith, we recommend that the outside back-staying be equally divided between Miss Bowen and Miss McNamara, each taking the lowest number on the shelf at the time she is ready for work.

HARRY I. BODLEY, *Chairman.*

GEO. L. SHEPARD.

BUSS. S. MYERS.

NORTH ADAMS, MASS., August 22, 1887.

Received and Recorded August 23d, 1887, at 9 A. M.

GILES K. TINKER, *Town Clerk, pro tem.*

RECOMMENDATIONS.

By the law now in force the Board is required to "choose one of its members as secretary, and may also appoint and remove a clerk of the Board, who shall receive such salary as may be allowed by the Board, but not exceeding nine hundred dollars a year."

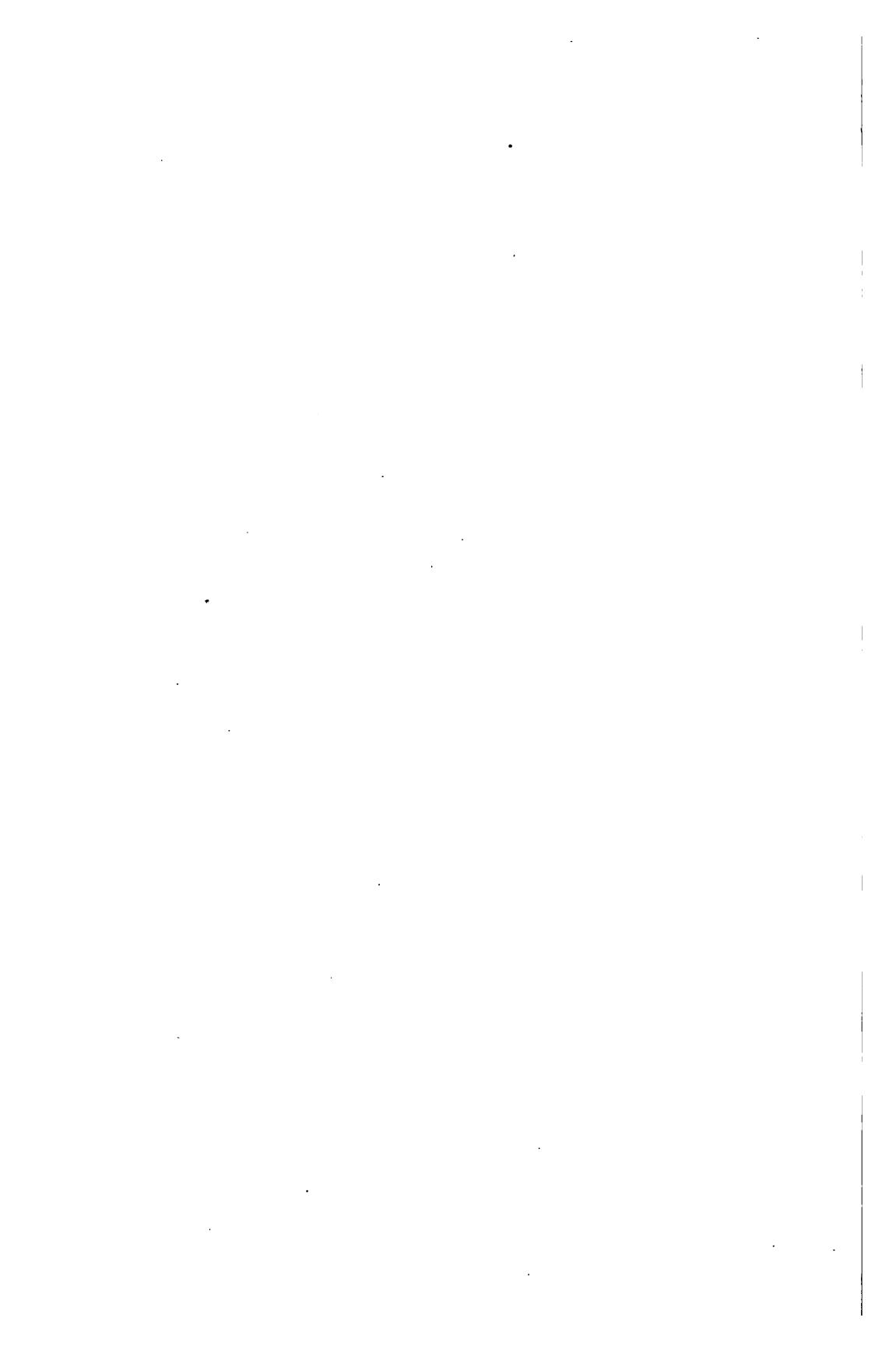
Experience has demonstrated the inexpediency of adding the ever-increasing duties and responsibility of secretary to the work which must, of necessity, be performed by

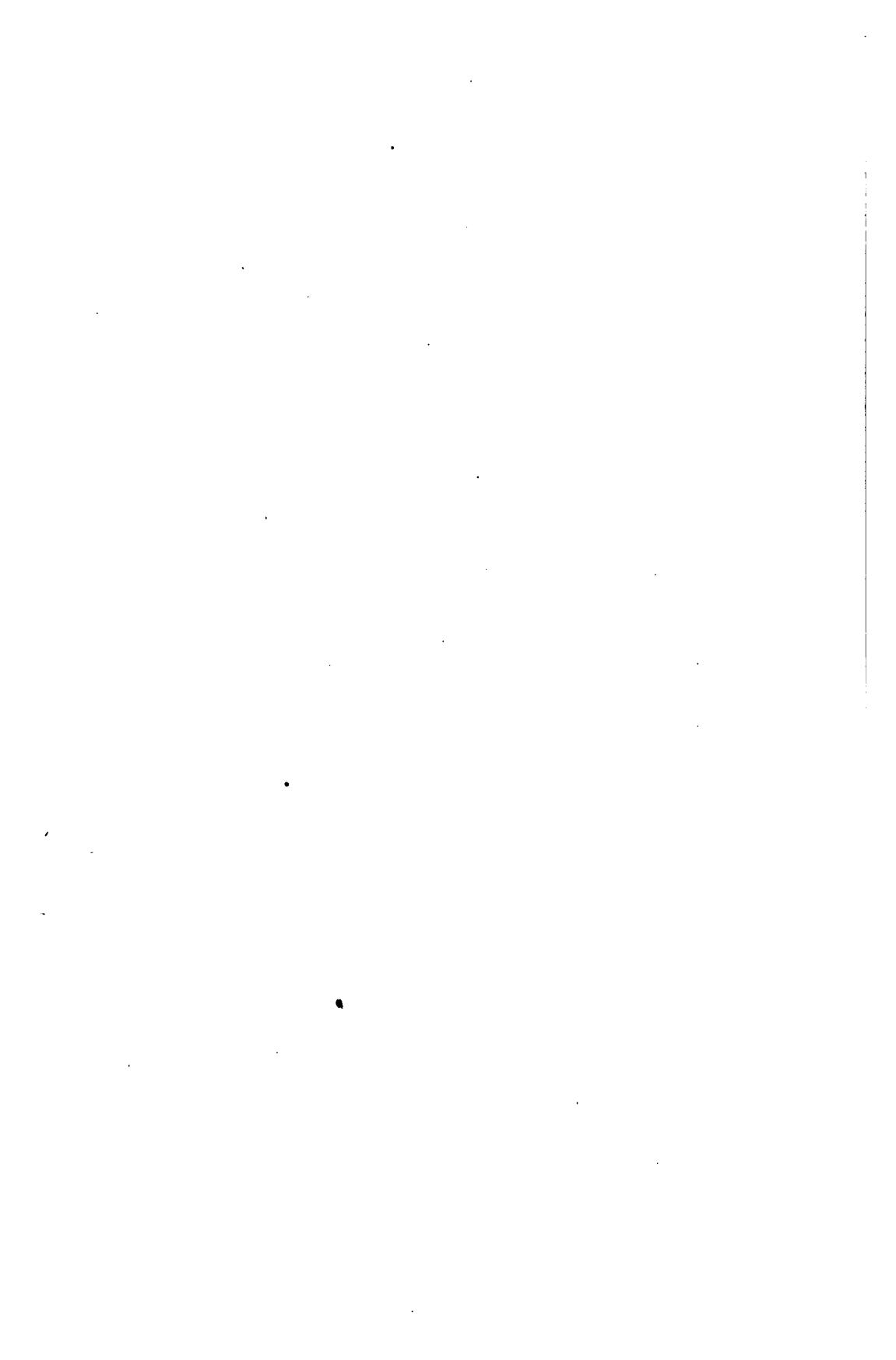
each member of the Board in person. Clerical labor, including the safe-keeping of records and documents, may properly be assigned to a sworn clerk.

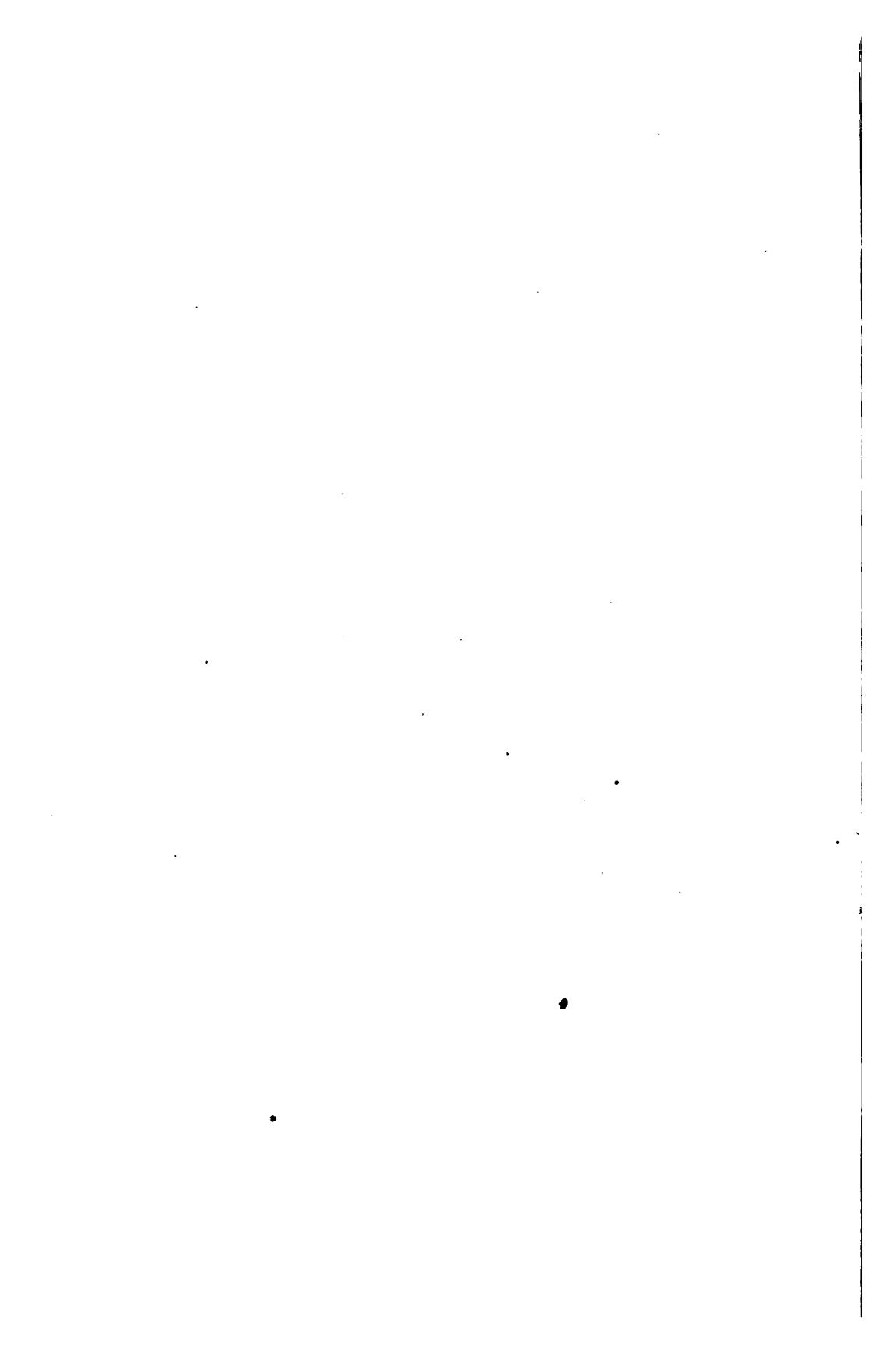
We therefore respectfully recommend the repeal of that part of the law quoted above which provides for the choice of a member of the Board to be secretary, and that the law be amended by extending the limit of the clerk's compensation to the sum of twelve hundred dollars a year.

Respectfully submitted,

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration.







ANNUAL REPORT

OF THE

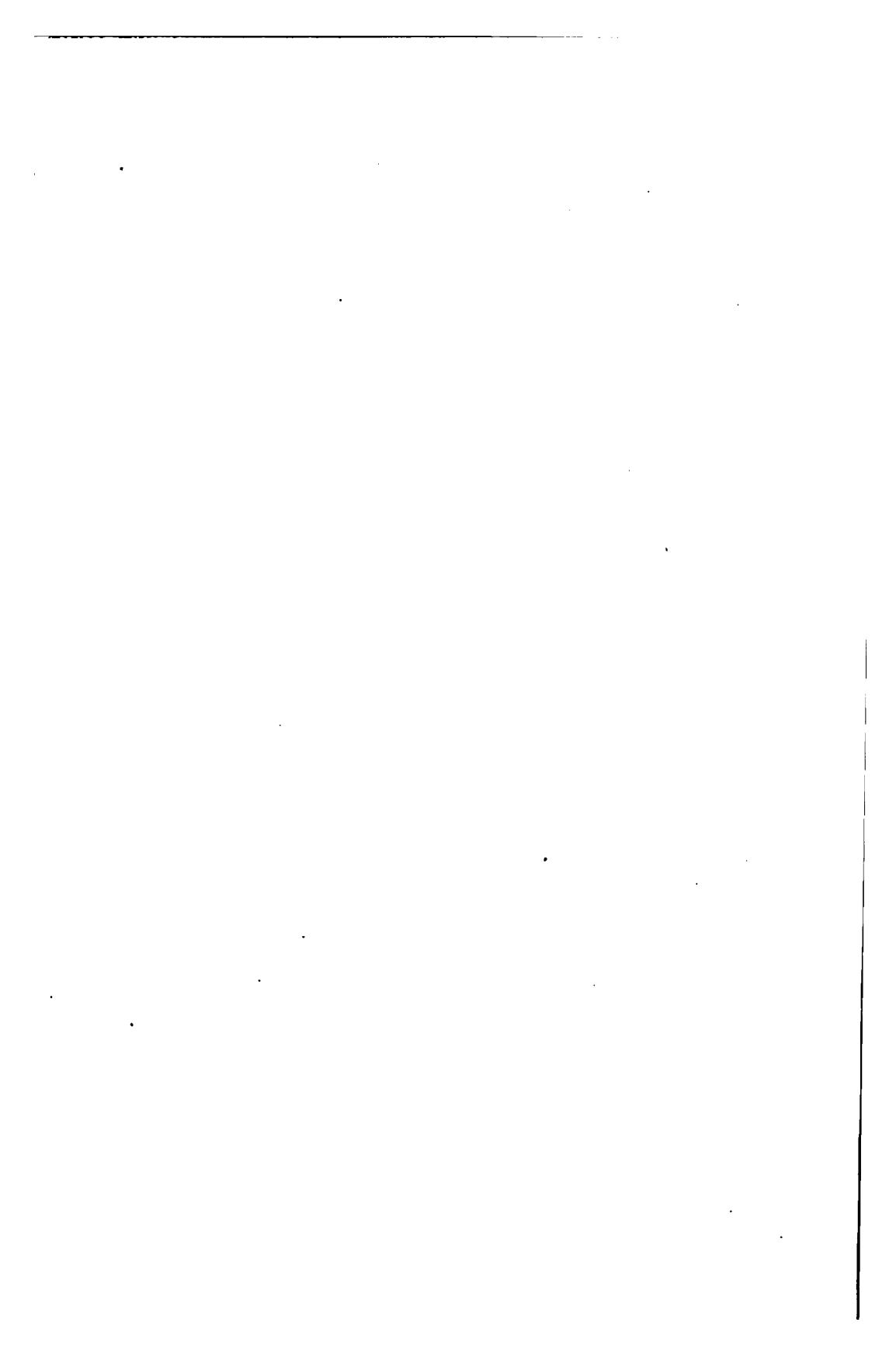
State Board of Arbitration.

1888.

BOSTON:

WRIGHT & POTTER PRINTING CO., STATE PRINTERS,
18 POST OFFICE SQUARE.

1889.



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Commonwealth of Massachusetts.

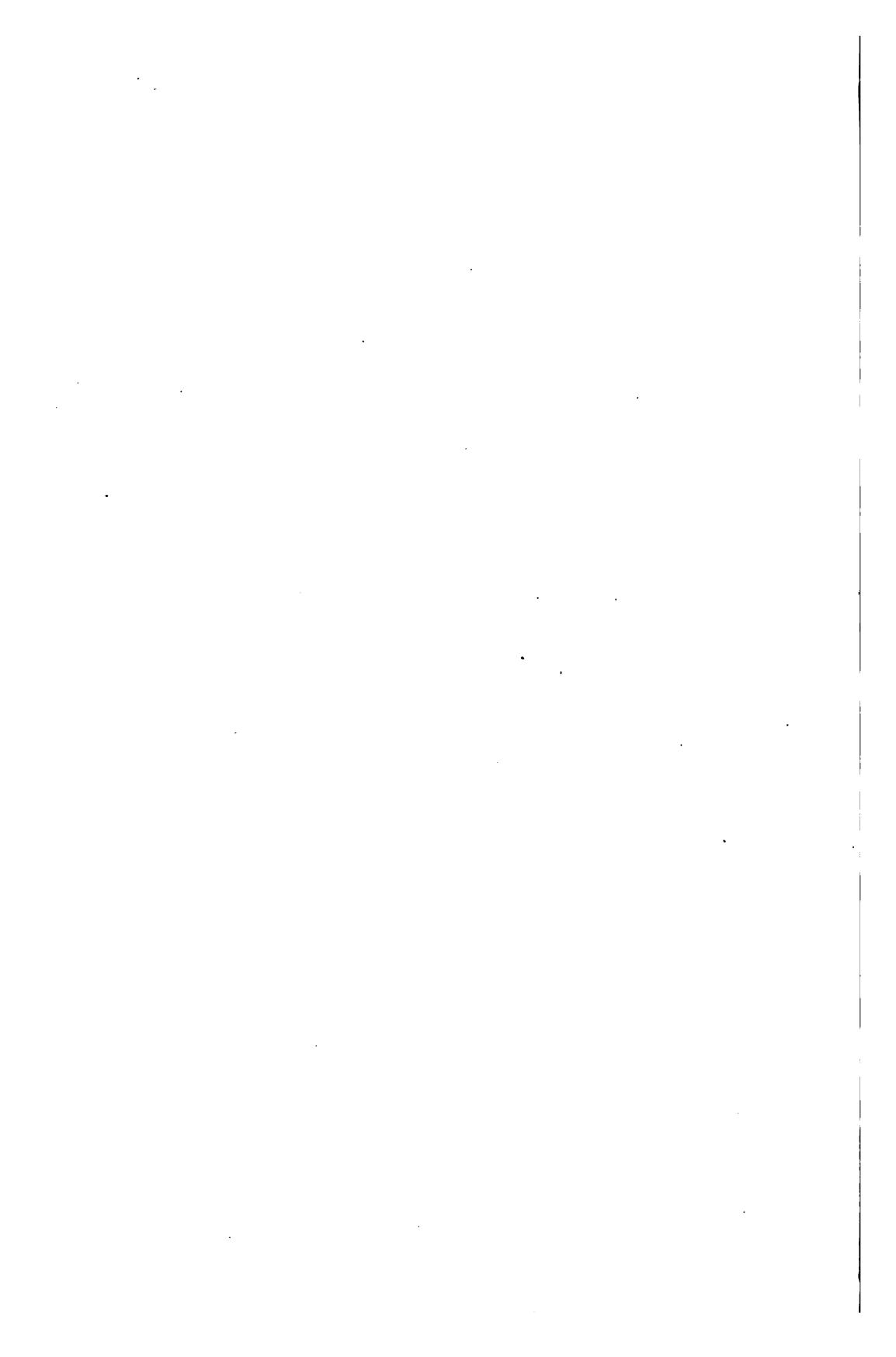
STATE BOARD OF ARBITRATION,
BOSTON, Jan. 31, 1889.

Hon. WILLIAM E. BARRETT, *Speaker of the House of Representatives.*

SIR: — We have the honor to present herewith the Annual Report of this Board for the year ending December 31, 1888.

Very respectfully,

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration.



THIRD ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

The practical application of the principle of arbitration in the settlement of differences between employers and employed has been successfully continued in this Commonwealth through another year. Fortunately for the whole community, no extensive strike or lock-out has occurred, to check the healthy advance of business enterprise and deprive the willing workman of opportunity to exert his skill for the benefit of himself as well as the whole community in which he lives. Differences have arisen, however, in most of our principal centres of manufacturing industry, the treatment of which has called for the highest degree of patience, tact and conscientious desire to attain fair results, — valuable and necessary qualities in dealing with any questions which affect large numbers of men and women, but most essential in the delicate work which falls to this board, and which must be performed without the aid of established precedents or the assistance and support of well-defined rules. Although, speaking in a broad sense, the interests of labor and capital must be the same, — each dependent upon the other, and not opposed, — yet, to one who keeps his eyes open to what is actually occurring nearest at hand, it is equally clear that in individual cases it

often happens that this identity of interests is not practically recognized, for one reason or another, and unhappy discord is the result. This disturbance may be occasioned by a demand of the employer for a reduction of wages; and the state of business may appear to render some reduction necessary. If so, the line may perhaps be drawn fairly by the employer, and with a desire to diminish as little as may be the worker's share of the finished product. But sometimes the reduction demanded is greater than the exigency of the business requires, either through undue apprehension of future markets, or because the demand is made with the expectation that discussion and subsequent compromise will ensue.

The controversies which have come under the board's notice, during the year 1888, have to a considerable extent owed their origin to demands for reduction of wages. Strikes for higher wages have been few. Our experience has demonstrated: first, a general disposition on the part of our working population to make their interest one with their employers, provided a like disposition is shown on the other side in approaching them; second, the need felt by employees, and often by the employer, of advice from a disinterested third party, standing in the position occupied by this board. It is in giving such advice that we find the best results of the law under which the board acts. To the superficial observer it may appear that when an employer has once decided how much he can afford to pay his help, that should be the end of it; but it is seldom that a Massachusetts manufacturer allows himself to rest upon such a statement. He will almost invariably say, "I expect to pay as much to my employees as other people are paying, due allowance being made for quality and grade of work,

and all the conditions which surround us. If I cannot pay as much as my competitors, I will go out of business; but I cannot afford to pay any more."

This expression of the principle which underlies wages is an intelligent statement of the law of supply and demand applicable to the present conditions of the industrial world; and, when made in good faith, has, in our experience, been repeatedly accepted and acted upon by workingmen and the representatives of labor organizations in our State. The correct application of the principle by the parties themselves to a particular factory is generally attended with difficulty, for the reason that the employer cannot, as a rule, discover with certainty what prices his competitors are paying; and, on the other side, workmen often mislead other workmen by statements concerning what they earn.

It is a gratifying fact that no sources of information as to wages paid or methods of work are closed to this board, asking, as it does, in the name of the State, for information to be used for a peaceful and beneficent purpose. There is no longer room for reasonable doubt that a board constituted under our law, acting with a single eye to the mutual advantage of employers and employed, can render efficient aid to both, and, in doing so, assist in the general advancement and prosperity of the State.

In every case that has demanded the attention of the board during the last year, the substantial, and in most cases the sole, cause of difference was found either in the amount of wages paid for a particular part of the work, or in the need of adjusting the several items of a price-list applicable to a whole factory or to one department of it. The question of wages, however, as might naturally be expected, has in some cases involved a consideration of the hours of labor, the use of new

machinery, fines for imperfect work, the comparative merits of piece-work and day-work, and the further subdivision of labor.

There have come to the knowledge of the board some controversies which, when rightly understood, were found to be not "differences between employers and their employees," such as are contemplated by the statute, but rather contests between an employer and a labor organization, each acting for the time in opposition to the other, and having no interests in common. Such contests, although sometimes unavoidable, are generally productive of loss to both parties, of more or less disturbance of the public peace, and the mental and moral unsettling of many individuals. So long as the contest rages, with no desire on either side for a settlement of real or imagined grievances, there is obviously no place for a board like this. If the persons directly involved prefer to carry on a controversy by the use of invective, strikes, lock-outs, boycotts and black-listing, after being informed of a better way, the public can only stand aloof and insist on preserving the peace. Even under circumstances like these, the board has always held itself in readiness to respond to any change of disposition that might show itself on either side, and so afford an opportunity for milder counsels to bring order out of chaos. We can afford to wait; for the results of such cases invariably prove the superior practical value of arbitration and conciliation.

It is a significant and gratifying fact, that recently the practice has arisen, in some of the largest shoe factories of the State, of employer and employees joining in a written agreement to submit to this board all disputes that may arise, concerning the business, which the parties themselves may be unable to adjust, and thus to assure

the uninterrupted progress of the work while differences are being considered and settled with justice to all. This agreement is made part of the contract of hiring, and applies to all who work in the factory.

While some leaders of labor organizations have warmly approved of the prominence thus given to arbitration administered by the State Board, the fear has been expressed in some quarters that the general adoption of the plan described would dispense with labor organizations, and enable an employer to make terms with his help without any apprehension of a strike. Without doubt the employer is secured by this agreement from the damage that might be caused by a sudden strike. But is it not worth something to an honest, peaceable workingman, to feel that he is relieved of the necessity of leaving his work to remain idle, by reason of a grievance suffered or imagined by one or more workmen employed in some other department of the factory? As to the past, has the strike indeed shown itself so valuable and trustworthy a weapon that it is to be retained at all hazards, even if the lock-out and black-list — weapons of the opponents of labor — are voluntarily relinquished? As to the other objection, it is deserving of notice, that those who have most carefully observed the relations between labor and capital are convinced that labor organizations have come to stay with us, and must be dealt with as an existing factor in all attempts to solve social or industrial problems.

If any one has at heart the welfare and success of organized labor, how can he more effectually advance its interests than by preferring reason to force, conciliation to threats of injury? If, as time goes on, the method of arbitration continues to approve itself to the people

at large, it is obviously certain that labor organizations will be obliged by that very circumstance to take it more into account; and then it will be more clearly perceived that the true interests of the workingmen who belong to organizations can be properly represented before this board, or before the Legislature, or elsewhere, only when the most intelligent men are chosen to offices of trust and responsibility in their respective organizations. The board has been brought in contact with officers of labor organizations in this State who were well fitted to discharge the duties of their positions, and have co-operated intelligently with this board. The services of such men will always be useful. That such positions are not always filled by unselfish and conscientious men is a well-known fact, and should incite all true friends of workingmen to greater vigilance, and to a more lively sense of responsibility in the exercise of the powers delegated to them for the greatest good of the greatest number. As a result, there will be less agitation of the public mind; but every real grievance felt by any considerable number of working men or women will be sure of being heard, and of being presented on its merits by agents fully qualified to represent the desires and interests of their constituents, and to give them good and unselfish counsel. Is this a result to be deprecated by organized labor? Is it not, rather, the attainment of one of its highest ideals?

In the subsequent pages of this volume are carefully prepared reports of the principal matters in which the board has been called upon to act, or has intervened of its own motion for purposes of mediation and conciliation. Many other cases in which it has been the good fortune of the board to quiet or prevent controversies, before sufficient headway had been acquired to attract

public notice to them, are not mentioned here; but always the purpose of the board has been the same,—to do what it could, collectively and individually, for the protection of the weak, and to influence the strong to act with moderation, guided by dictates of reason and justice. In this work, we are free to say that the design of the law has been more than fulfilled; and we are confident that, in the future, as in the last two years, the people of our State will reap the benefits of a wise and considerate policy in the treatment of labor questions.

From carefully prepared information of the wages earned in the several establishments in which differences have been adjusted by the board during the year 1888, it is estimated that the yearly earnings of the workmen and workwomen directly involved in the controversies dealt with were \$953,170; and the total yearly earnings, in all departments of the establishments referred to, amount to the sum of \$5,735,992.

SALARIES AND EXPENSES OF THE BOARD FOR THE YEAR 1888.

Travelling expenses of members of the board and clerk,.	\$705 50
Compensation of stenographer,	332 70
Compensation of experts,	282 70
Printing and advertising hearings,	171 74
Telephone,	99 20
Postage, stationery and sundry office expenses, . . .	110 46
 Total expenses,	 \$1,702 30
Salaries of members of Board,	\$6,000 00
Salary of clerk,	<u>900 00</u>
	6,900 00
 Total salaries and expenses,	 <u>\$8,602 30</u>
Appropriation, 1888,	\$10,300 00
Estimate for 1889,	<u>9,000 00</u>

The law concerning arbitration is given below, being chapter 263 of Acts of 1886, entitled, "An Act to provide

for a State Board of Arbitration for the settlement of differences between employers and their employees," as amended by chapter 269 of the Acts of 1887, and chapter 261 of the Acts of 1888.

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a State board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however,* that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its or-

ganization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon; but public notice need not be

given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board.

SECT. 5. Upon the receipt of such application and after such notice the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be

chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

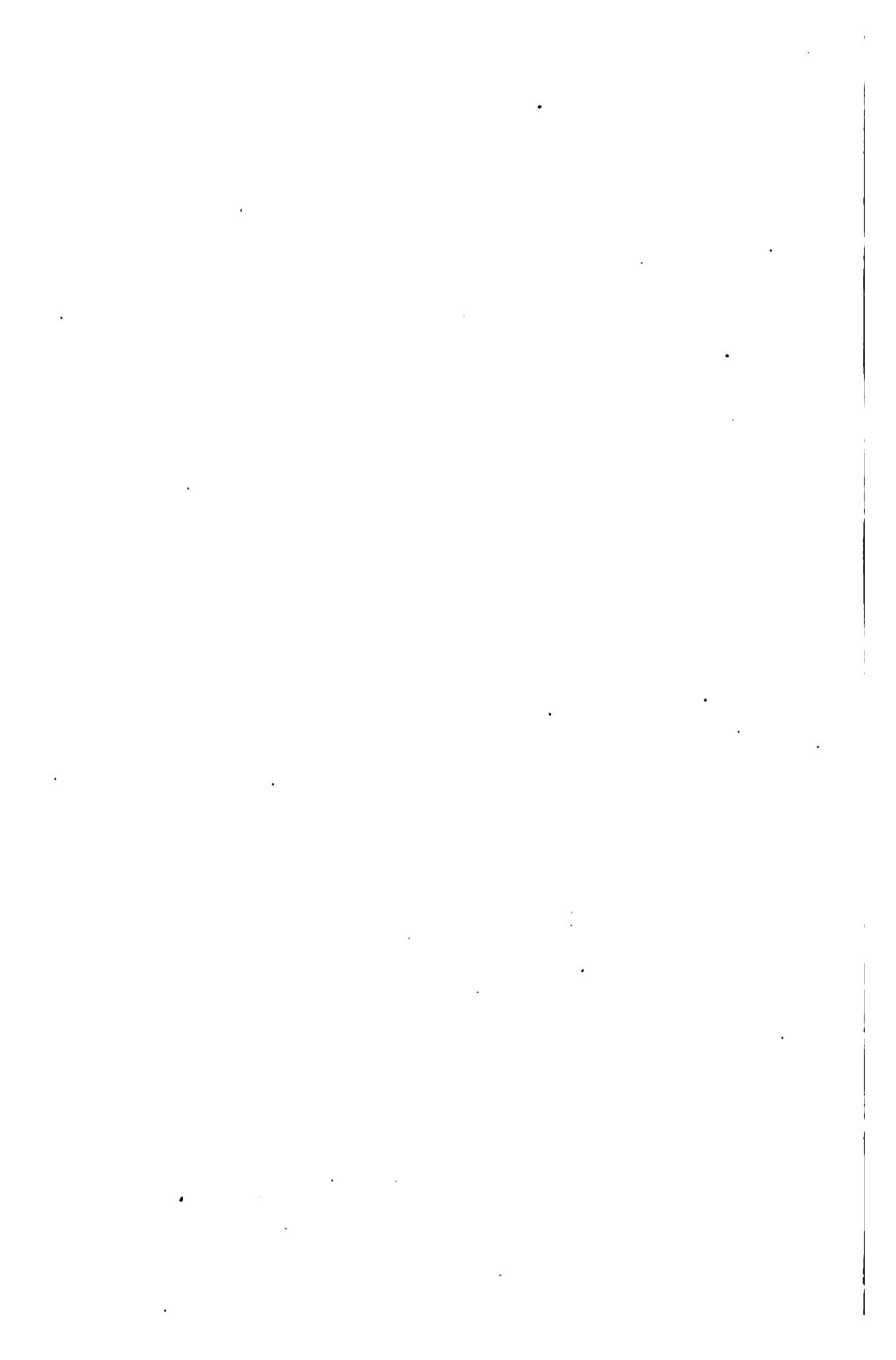
SECT. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to

endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth; and both before and after said date they shall be allowed their necessary travelling and other expenses, which shall be paid out of the treasury of the Commonwealth.

REPORTS OF CASES.



B. E. COLE & CO. — MARBLEHEAD.

DECISION.

FEB. 7, 1888.

In the Matter of the Joint Application of B. E. Cole & Co., Shoe Manufacturers of Marblehead, and their Employees.

PETITION FILED DEC. 19, 1887. HEARINGS, DEC. 29, 1887, JAN. 9, 1888.

In November last, the employer in this case attempted to establish in his factory a reduced scale of prices for cutting uppers. The operatives who were affected by the change struck; and the disturbance extended, in some degree, to the other departments of the factory. On December 3, without being applied to by either side, the board visited Marblehead and communicated with the parties. After several interviews, both employer and employees agreed that the men should return to work at the same prices that were paid at the time of the strike, all matters in controversy to be submitted to this board for settlement. This was accordingly done, and the case has been fully considered. The workmen are satisfied with present prices, but resist any attempt at reduction. The employer claims that the prices now paid are excessive.

The board has found considerable inequality in the prices paid in the several shops of Marblehead, a fact which has made it more difficult than usual to arrive at a conclusion. The following prices are hereby recommended for the factory of B. E. Cole & Co. of Marblehead.

Price-list for cutting misses' and children's boots and shoes, per case of seventy-two pairs :—

Kid, high button, 11 to 2,	\$2 30
Goat, high button, 11 to 2,	2 25
Kid, high button, 8 to 11,	2 00
Goat, high button, 8 to 11,	1 87
Kid, regular button, 12 to 2,	1 87
Kid, regular button, 8 to 11,	1 62
Grain, regular button, 11 to 2,	1 50
Grain, regular button, 8 to 11,	1 25
Grain, regular button, 1 to 7,	1 12
Goat, kid or grain, pieced, button, 2 to 7,	1 75

Result.—The recommendations of the board were accepted by both parties.

WRIGHT & RICHARDS — ROCKLAND.

A strike occurred January 18 in the factory of Wright & Richards, shoe manufacturers, of Rockland, occasioned by posting a reduced price-list for sewing on welts by hand. Subsequently the firm expressed a willingness to take back the workmen and restore the old prices, but the men refused to return without some recognition of their new organization, the "Hand-sewers' Protective Union." New men were hired in place of those who were on a strike, and the operations of the factory might have been continued but for the lasters, who ceased work on February 11, apparently in sympathy with the hand-sewers. The firm declined to treat with any organization in relation to the matter. Upon the interposition of the board, the firm signified their willingness to join in any application that the men might see fit to prefer to the board; but no application was made from either side.

The board, upon further inquiry, learned that the shoe manufacturers of Rockland and other towns in the vicin-

ity had formed an association ; and, as the contest seemed to be between opposing organizations of employers on the one hand, and workmen on the other, the board refrained from further proceedings at this time.

This trouble, together with others of a similar character, came to an end in March. There has been no renewal of the controversy.

C. S. SWEETSER & Co. — LYNN.

An application was received on January 21, from Allen B. Stevens, agent of the employees in the cutting department of C. S. Sweetser & Co. of Lynn, complaining of a reduction recently made of the wages in that department, and that a further reduction was apprehended by the same employees. The petitioners, who were then, and had been for several days, on a strike, contended that none of the prices ought to be reduced, but that some of them ought in fairness to be increased. Three days later the cutters were induced to return to work, and the firm joined in the application, stating at the same time that "the prices paid have been too high," and desiring the board to "make prices for cutting that shall conform to the decision of the board made Feb. 8, 1887, so far as the same is applicable to our business."

The decision, rendered March 16, was as follows :—

DECISION.

*In the Matter of the Joint Application of C. S. Sweetser & Co.
of Lynn, and their Employees.*

PETITION FILED JANUARY 21.

HEARING, FEBRUARY 2.

The questions involved in this case relate to prices for cutting uppers (outsides), linings and trimmings for boots and shoes.

The following price-list, which is hereby recommended for the factory of C. S. Sweetser & Co., expresses the conclusions arrived at by the board.

CUTTING UPPIERS—OUTSIDES.

Per sixty.
pair case.

Women's grain or glove grain button boot, with goat or grain fly, cheap grade, \$1.00, and under,	\$1 30
India goat kid, button,	1 67
India pebble goat, button,	1 55
India sheep kid, button,	1 55
Native sheep kid, button,	1 55
Native and India pebble sheep, button,	1 55
India kid, goat or sheep fox, button,	2 10
High-cut patterns, as now used, extra,	10
Dongola kid, button,	1 70
Dongola sheep kid, button,	1 60

All polish twenty cents less than button, except grain, which is fifteen cents less than button.

CUTTING LININGS AND TRIMMINGS.

Drill linings, stamping not included,	\$0 15
Top facings, sheep,	15
Top facings, cloth,	05
Fly linings, sheep,	15
Fly linings, cloth,	05
Side stays, sheep,	10
Side stays, cloth,	05
Vamp linings, cloth,	05
Button stays, drill,	05

Sizes 6 to 9 inclusive, same as regular sizes; misses' to rate the same as women's.

Result. — The prices recommended by the board were adopted by all parties concerned.

MILFORD PINK GRANITE CO. — MILFORD.

Notice was received January 19, from Timothy Shea, superintendent of the Milford Pink Granite Company, employing about forty men, to the effect that the stone-cutters, seventeen in number, had struck on December 17, and had since refused to work for the company. It was further stated that there was good reason to believe that if the board would look into the matter, a fair settlement might be arrived at.

Pursuant to this notice, the board met the officers of the corporation, and a committee representing the stone-cutters, at Milford, and heard the statements of both sides to the controversy. It appeared that on December 5 the work-day was shortened from nine hours to eight hours, except on Saturday, when the limit was seven hours. Prior to the change of time, the men had worked nine hours every week-day, except Saturday, when one hour less was the rule. Nevertheless, they were accustomed to receive the same pay for Saturday as for other days. Wages were paid at the rate of \$2.75 per day. The company proposed, that, for the future, the extra hour should be considered as belonging to the whole week; and when a man worked fifty-three hours, he should be paid for fifty-four hours, according to the manner which had hitherto been practised; but, if a man worked during a part of the week only, he should receive only a proportional part of the pay for the extra hour. This was the beginning of the controversy; and, as an alternative, the employer offered to pay at the rate of thirty-one cents per hour for the time the men were actually at work. No agreement was made, and the strike occurred. After a full hearing of the

facts, the views of the board were expressed then and there, at the request of both parties, substantially as follows:—

The men claim that they are entitled to pay for an extra hour on Saturday, whenever the full number of hours required for Saturday have been worked out; and this would always be one hour less than was required on other days. The employer corporation contends that the "present" of an hour extra on Saturday is only for those who have worked through the week, and belongs not to Saturday, but to the whole week; and that, therefore, if less than fifty-three hours are worked during the week, only a proportional amount of the extra hour should be allowed to the workman. As an alternative proposition, the president offers to pay at the rate of thirty-one cents per hour for the time during which the men are actually at work. The difference in money is very small. At thirty-one cents per hour, the amount paid would differ from the amount that would be due under the present bill of prices by the trifling sum of seven cents per week to a man. The present bill provides for a price by the day, \$2.75, and provides that nine hours shall be a day, except on Saturday, when there shall be one hour less, but with the same pay. The board thinks that the conditions which are found actually existing in Milford should be regarded, and that it is natural for these men to wish to work under the same conditions that their fellow-workmen are subject to in other yards in the same town; and, assuming the statements of the parties to be correct, there seems to be no good reason why the business should not be resumed as soon as the weather will permit, under the Milford bill of prices, construed according to the workmen's view of it on the points here mentioned. At the

same time, in view of the fact that the workmen, through their agents, have declined to submit the matters in issue to this board, and abide by the result, it is to be understood that the company is not bound by the opinion here given, or obliged by it to resume business in their yard; and that, if future developments shall seem to call for a more extended investigation, the board will reconsider the whole case, and will not necessarily be bound by the opinions formed and expressed upon the facts that have thus far appeared.

Result. — By reason of the severity of the weather, and for other reasons peculiar to the business, the company did not at once resume operations in their Milford yard; and, when they were ready to resume, some further negotiations were found to be necessary before a perfect understanding was reached. The board afforded such assistance as was in its power; and about March 1 the men were at work again, all matters of difference having been fully adjusted according to the recommendations of the board.

SAMUEL F. CROSMAN — LYNN.

On January 31 an application was filed by Samuel F. Crosman of Lynn, alleging that a controversy existed in his stitching room in Lynn, concerning prices for making button-holes. The question submitted was, "What price shall be paid on double Reece machine for making second and third grade button-holes, either all cotton, part cotton, or silk face, the operator to snap the ends?"

On the day of filing the application, the board succeeded in effecting a settlement by mediation; and the following agreement was prepared, and signed in the

presence of the board by the employer and the agent of the stitchers:—

LYNN, Jan. 31, 1888.

It is hereby agreed that all button-holes made on double Reece machine in the shop of S. F. Crosman, in Lynn, Mass., which are not paid for, together with the button-holes to be made for shoes now in our shop up to one hundred and fifty cases, shall be paid for at four cents per hundred; and the button-holes made on said double Reece machine, not included in the foregoing, made in said shop, shall be at five cents per hundred. Those to be made at four cents not already made under the foregoing shall be finished on or before Feb. 20, 1888. Said prices shall be paid on double Reece machines for making second and third cheap grade button-holes, either all cotton, part cotton, or silk face, the operator to snap the ends, and present operators to be employed.

S. F. CROSMAN.

J. F. CARR.

CREIGHTON BROTHERS — LYNN.

On January 31, a joint application was received from Creighton Brothers of Lynn, shoe manufacturers, and their employees, represented by C. J. Shackford. The firm desired lower prices for beating-out on the Swain & Fuller American machine and on the Giant machine; and for buffing, stock-fitting and trimming edges. The employees joined in the application, requesting merely "that the board will act upon the questions presented as justice may require." There was no strike or lock-out in this case, and, shortly after the filing of the application, all the matters in dispute were adjusted by the parties to the satisfaction of both.

WAKEFIELD RATTAN Co. - WAKEFIELD.

On February 3 the reed-workers employed by the Wakefield Rattan Company, of Wakefield, struck, the cause being a proposed reduction of wages; and two or three days later all the reed-workers, ninety-one in number, having finished the work upon which they were engaged, refused to work any longer. This was followed, on the 17th, by a strike of the "winders," sixty-two in number,—partly because of a proposed reduction in their department, and partly out of sympathy with the reed-workers. This action on the part of the winders compelled forty-two others to remain idle. A committee from each department called upon the superintendent, and had an interview with him before the strikes occurred; but nothing in the nature of a concession was obtained.

The board interposed, of its own motion, on February 18; and on February 21 Matthias Hollander and others, representing the striking employees, made formal application to the board, alleging as grievances that "the wages of the reed-workers were reduced so that it was impossible for the employees to earn fair wages. The winders complain that the prices fixed for winding on new patterns is too low, and claim that they, the employees, should be allowed to furnish a sample winder, to help fix fair prices for such work." The employees also expressed their willingness to return to work at the prices which were paid before the reduction was made, and abide the decision of the board.

The officers of the corporation said that the difficulty with the winders about their wages had been settled before they struck; that competition was close, and the

condition of business at the time did not require the employment of so many hands; but an attempt had been made to reconstruct the wages list, in the direction of a further subdivision of labor, which it was expected would be advantageous to the corporation, and would enable the workmen to earn as much as before. It was contended, however, on the part of the corporation, that higher wages had been paid for work of this kind in Wakefield than was paid at competing points.

At the solicitation of the board, the manager of the corporation met the committee of the employees at the rooms of the board, on February 27; and, after much discussion, the manager made a proposition in writing, which the committee representing the employees undertook to submit to the workmen directly interested, and report their conclusion to the board. The proposition was as follows:—

The Wakefield Rattan Company propose and consent to take back all reed-workers who left their employ some weeks ago, at prices to be submitted to the men this day or early tomorrow; and if, after investigation, the State Board of Arbitration decide the prices should be raised, the Wakefield Rattan Company agree to reimburse the men on all work actually done by them from the time they return, as may be recommended by said board.

The Wakefield Rattan Company agree to co-operate with a committee of the reed-workers, to the end that representatives of the reed-workers may be allowed to do the several classes of work in dispute, an account of whose time on each portion shall be kept, with a view of adjusting prices on a fair basis to all concerned.

WAKEFIELD RATTAN COMPANY,

C. H. LANG. JR.,

Manager.

It will be perceived, that, by the terms of the corporation's proposition, the prices under which the men were to work, pending proceedings for a definite settlement, were to be fixed by the corporation ; and, unfortunately for the success of the arbitration, the manager decided to submit prices even lower than were posted before the strike. The irritation caused by the new reduction was so great as to cause the workmen to reject the proposition of the corporation, and they gave notice to the manager of their conclusion. After a conference with the board, however, they reconsidered their action ; and, on March 2, they signified their willingness to agree to the proposition. But the corporation then declined to renew the offer which had once been rejected by the men, or to make any other proposition. All negotiations came to an end, and the corporation proceeded with its new scheme, without reference to its former employees.

Subsequently, on or about April 7, an understanding was arrived at, based on prices which were to some extent more favorable to the workmen than those which were contained in the corporation's offer of February 27. Some of the disaffected workmen had already obtained employment in other towns ; but a majority returned to work, and the controversy was terminated.

ROGERS & SHELDON — EAST BRIDGEWATER.

An application was received on February 10 from Edmund W. Nutter, agent for workmen employed in the rolling-mill of Rogers & Sheldon, manufacturers of "tack and nail plate" at East Bridgewater. The men complained that their wages had been reduced, and that they were also required to work longer each day than formerly.

There was no strike. The board learned from the firm that the average wages at the reduced rate amounted to \$1.55 $\frac{1}{4}$ per day. Work began at 6 A.M., and was regulated by heats. The men worked on an average seven and one-half to nine hours per day, and received for night work one-half the regular pay extra. The firm expressed their willingness to submit the case to the board, if upon consideration they could see that there was anything which might properly be submitted. They were inclined to think, that, in the condition of the market which prevailed at the time, the reduced price-list was as high as they could afford to do business under.

While preliminary matters were still under consideration, the works at East Bridgewater were destroyed by fire,—a calamity which made it unnecessary for the board to take any further action in the premises.

WILLIAM PORTER & SON — LYNN.

On February 13 the trimmers and edge-setters employed by William Porter & Son of Lynn struck for higher wages, and a banner-boy was placed in front of the shop, as a warning to workmen to keep away until the dispute was settled. On the next day following, the strike was declared off, and a joint application, signed by the firm and the agent of the employees, was filed with the board. Work was resumed at the same wages as were paid at the time of the strike, both parties to await the decision of the board. The decision was rendered on March 15, as follows:—

DECISION.

In the Matter of the Joint Application of William Porter & Son, Shoe Manufacturers of Lynn, and their Employees.

PETITION FILED FEBRUARY 14.

HEARING, FEBRUARY 29.

In this case the board is called upon to fix a price for setting a slick edge, by a Dodge machine, on shoes of a cheap grade, sewed by a McKay turn machine. An increase of wages is demanded ; and it appears to the board, after full consideration, that the increase of work of this kind in the factory in question, compared with the amount done at the time when the present price was agreed upon, is sufficient reason for an advance. Therefore, it is hereby recommended that for this work the sum of thirty cents per case of sixty pairs be paid in this factory.

Result.—The recommendations of the board were promptly adopted.

GEORGE H. BURT & Co. — RANDOLPH.

BOSTON, Feb. 15, 1888.

In the Matter of the Application of Peter B. Hand and Thomas Dolan, representing the Employees of George H. Burt & Co. of Randolph, Manufacturers of Boots and Shoes.

PETITION FILED FEB. 13, 1888.

The controversy in this case arose out of the discharge, on February 4, of Michael J. O'Connell, an employee in the heelng department. This discharge was followed, on the 8th, by a general strike. The board interposed, upon the invitation of the selectmen of the town of Randolph, and placed itself in communication with all the

parties to the dispute. The firm has declined to join in submitting the case to the board in the form in which it is presented by the formal application of the workmen; but, after full inquiry into the circumstances as they now appear, there seems to be no good reason why harmonious relations should not be at once restored. The firm having refused absolutely to re-employ Mr. O'Connell, he has notified the board in writing of his desire that the board will consider the case without reference to him; and we accordingly, in view of all the circumstances, recommend that the other workmen apply without delay for work in their former positions, as if no trouble had occurred, and no longer regarding Mr. O'Connell's discharge as a grievance of their own. We further recommend, in case this advice is acted upon by the workmen, that the firm reinstate, without prejudice, all the workmen who, for the reason above stated, left their employ on February 8.

Result. — On February 21 the factory was re-opened, and the employees returned to work, both sides responding to the recommendations of the board as promptly as the circumstances would allow.

A. J. BATES & Co. — WEBSTER.

On February 15 notice in writing was received from William H. Marden, that, on February 8, the firm of A. J. Bates & Co. of Webster notified their lasters of a proposed reduction in wages; and, pending a discussion of the proposed change, all the lasters were discharged on the 11th. The board was requested to inquire into the matter, with a view to effecting a settlement. After due notice given, a public hearing was had at Webster, and the board made the following report, on March 1: —

REPORT.

In the Matter of the Application of Wm. H. Marden, representing Present or Past Employees of A. J. Bates & Co. of Webster.

PETITION FILED FEBRUARY 15.

HEARING, FEBRUARY 25.

The firm of A. J. Bates & Co. is engaged in the manufacture of men's, boys' and youths' shoes, nailed and sewed work. The application comes from the lasters lately discharged by the firm; and, the firm having declined to join in the application, or to make any statement concerning the alleged grievances of the workmen, the board has investigated the case, and reports as follows: On the evidence presented, the board finds that, on February 8, the foreman of the shop presented to some of the lasters a new and reduced price-list, to which they were individually requested to give their assent. No definite answers were given by the men, but the shop's committee asked for and obtained a copy of the proposed price-list; and perceiving, upon examination, that, if adopted, it would work a reduction of upwards of twenty per cent. from the prices they were then receiving, notice was promptly sent to the agent of the order to which the workmen belonged, who arrived in Webster on the 10th, and made an appointment with one of the Messrs. Bates for an interview with the firm on the following morning. The agent was present at the factory at the time appointed; but early that morning the foreman had again presented the new list to the lasters separately, asking each one if he was satisfied to work for the prices therein set down. The men answered that they were not satisfied with the proposed prices, but could not say positively what they would do or would not do, until their representative had met their employer, as had been

agreed upon. The foreman replied that he wanted to fix matters up before the agent appeared, and said, further, to each man, that, if he was not ready to agree to work for the new prices proposed, he might go when he had finished the work that he was then engaged upon. In this way, most of the workmen had been discharged before the time appointed for the interview with their agent, and without being afforded any other opportunity to discuss the proposed change than appears in the facts above stated. All the lasters, twenty-six in number, were discharged that morning, February 11, and most of them are still without work. They appear to be good workmen, and have acted with discretion and moderation. In the opinion of the board, they were fairly entitled to a reasonable time for consideration in their own way, before agreeing to so radical a reduction of their earnings. They were willing that the whole question of prices should be submitted to the State board, and to abide by the decision, whatever it might be; since they desired only fair prices for their labor, compared with work of a like grade in other factories in the State.

If the firm was willing to pay fair prices for good work, such as was required in this factory, it is difficult to understand why they were unwilling either to discuss the proposed price-list with the employees interested, or to join in leaving it to an impartial tribunal for determination. The firm has received notice from the board of every stage of the proceedings, and full opportunity has been given them to state their position in the matter.

The board, having done all in its power to effect an amicable settlement of this difficulty, and having fully investigated the cause, can only make and publish a report finding such cause or causes, and assigning the re-

sponsibility or blame for the existence or continuance of the controversy.

The form in which the case is presented, owing to the employers' refusal to join in the application, precludes any recommendation as to prices. But the earnings of the men under the price-list in vogue at the time of the attempted change do not appear to have been excessive; and the reduction is, on the face of it, so large, that the board has no hesitation in saying that ordinary considerations of courtesy and fair dealing among men ought to have dictated a more reasonable course on the part of the firm.

Result. — Soon afterwards the firm advertised for lasters, and obtained a sufficient number who consented to work at the reduced prices, including many of those who were formerly employed. Nothing has since happened to attract the attention of the board to this factory.

PLYMOUTH FOUNDRY COMPANY — PLYMOUTH.

A strike occurred on February 15 in the works of the Plymouth Foundry Company of Plymouth, the stove-moulder being unable to agree with the company upon prices to be paid for moulding the pieces which formed a new style of range, known as the "Royal Grand."

The board was applied to in the first instance by the workmen; but, after some negotiation, it was arranged that the men should return to work, and a joint application was presented by both sides on February 23. The company desired that, "in determining the price to be paid per piece for moulding the 'Royal Grand' ranges, the price for the corresponding piece in the 'Glenwood' range be taken as the basis." The workmen contended that they ought to have "the same price for moulding

the 'Royal Grand B' range as is paid for moulding the 'Glenwood B' range, made by the Weir Stove Company of Taunton, with the right to place the price for moulding on the pieces as we ourselves agree, we not to exceed the net cost of the 'Glenwood B' range." It was subsequently agreed that the parts of the new range should be compared, piece by piece, with the corresponding pieces of the "Glenwood B" range, and prices fixed accordingly, without reference to the total cost of either, compared with the other as a whole.

Following is the decision, rendered March 29:—

DECISION.

In the Matter of the Joint Application of the Plymouth Foundry Company of Plymouth, and the Stove-moulders in its Employ.

PETITION FILED FEBRUARY 23.

HEARING, MARCH 7 AND 9.

The controversy in this case relates to prices for moulding the several parts of the range known as the "Royal Grand;" and both corporation and workmen have agreed that the prices now paid for the several pieces of the range known as the "Glenwood B" shall be taken as a standard in this case. The parties have been heard at length, and the several parts of the "Royal Grand" have been carefully compared with the corresponding pieces of the "Glenwood B," with a view to making proper allowance for differences in weight, size, etc., of the castings. The following prices are hereby recommended for moulding the parts of the "Royal Grand" range:—

	7-Inch.	8-Inch.
Top,	\$0.29	\$0.38 $\frac{1}{2}$
Back end, . . . . .	.11	.14 $\frac{1}{2}$
Main hearth, . . . . .	.20	.20
Fire end, . . . . .	.10	.18

		7-inch.	8-inch.
Main front,	.	.18	.23
Main back,	.	.18	.23
Middle bottom,	.	.16	.20
Oven top,	.	.08	.10
Oven front,	.	.08 $\frac{1}{2}$	.12
Oven bottom,	.	.09	.12
Oven back,	.	.06 $\frac{1}{2}$	.07 $\frac{1}{2}$
Oven door,	.	.10	.12 $\frac{1}{2}$
Oscillating shelf,	.	.05 $\frac{1}{4}$	.06 $\frac{1}{4}$
Top end shelf,	.	.08 $\frac{1}{2}$	.08 $\frac{1}{2}$
Back-flue box, 2 on board,	.	.16	
Back-flue box, single,	.		.10
Front guard, 2 on board,	.	.05	
Front guard, single,	.		.05
Grate bed,	.	.05	.05 $\frac{1}{2}$
Top expansion, 2 on board,	.	.04	.05 $\frac{1}{2}$
Flue-box cap, on match-plate,	.	.04 $\frac{1}{2}$	.04 $\frac{1}{2}$
Swing hearth, including hearth-plate and mica door,	.	.12 $\frac{1}{2}$	.15
Oven rack,	.	.06	.07
Short centres, 2 on board,	.	.05 $\frac{1}{2}$	.07
Covers, 2 on board,	.	.06	.07
Fire doors, 2 on board,	.	.06 $\frac{1}{2}$	.08
Patent magic grate:—			
Frames, 2 on board,	.	.06	
single,	.		.05
Fingers, on match-plate,	.	.04 $\frac{1}{2}$	
8 on board,	.		.06
Long bars, on match-plate,	.	.04 $\frac{1}{2}$	
4 on board,	.		.05
Buttons, on match-plate,	.	.04 $\frac{1}{2}$	.04 $\frac{1}{2}$
Broiler door, 2 on board,	.	.05	.05 $\frac{1}{2}$
Name plate, 2 on board,	.	.06	
single,	.		.05
Oscillating shelf plate, 4 on board,	.	.04	.04
Grate shaker, on match-plate,	.	.04 $\frac{1}{2}$	.04 $\frac{1}{2}$
Draught slides, 4 on board,	.	.05	
3 on board,	.		.05
Broiler door slides, 4 on board,	.	.04 $\frac{1}{2}$	.05
Dampers, 4 on board,	.	.07 $\frac{1}{2}$	
2 on board,	.		.06

		7-Inch.	8-Inch.
Back-flue strips, 2 on board,		\$0.06	\$0.06 $\frac{1}{2}$
Bottom-flue strips, 2 on board, . . . . .		.04 $\frac{1}{2}$	.04 $\frac{1}{2}$
Read damper slides, on match-plate, . . . . .		.04 $\frac{1}{2}$	.04 $\frac{1}{2}$
Fire-door linings, 2 on board, . . . . .		.05	.04 $\frac{1}{2}$
Extension-box covers, 2 on board, . . . . .		.05 $\frac{1}{2}$	.05 $\frac{1}{2}$
Flue stopper, on match-plate, . . . . .		.04 $\frac{1}{2}$	.04 $\frac{1}{2}$
Right ash-wing, 2 on board, . . . . .		.05	.06
Left " " " . . . . .		.04 $\frac{1}{2}$	.05
Top flue strip, 3 on board, . . . . .		.06	.06 $\frac{1}{2}$
Hot-closet door, . . . . .		.04	.05
" backs, 2 on board, . . . . .		.18	
single, . . . . .			.09
" fronts, 2 on board, . . . . .		.18	
single, . . . . .			.09 $\frac{1}{2}$
" legs, 4 on board, . . . . .		.06	.06
" ends, 2 on board, . . . . .		.11	
single, . . . . .			.06 $\frac{1}{2}$
" bottom, . . . . .		.26	.33
Oven door opener, 8 on board, . . . . .		.07	.07
Back-lining clamps, on match-plate, . . . . .		.04 $\frac{1}{2}$	.04 $\frac{1}{2}$
Front-lining clamps, on match-plate, . . . . .		.04 $\frac{1}{2}$	
Front-lining clamps, on board, . . . . .			.06
Water front, . . . . .		.55	.55
Extension box, . . . . .		.06	.06
Oven ventilation slides, on match-plate, . . . . .		.04 $\frac{1}{2}$	.04 $\frac{1}{2}$
Ash-pan rim, . . . . .		.06	.07
Cabinet base sides, 2 on board, . . . . .		.15	.17
" ends, 2 on board, . . . . .		.09 $\frac{1}{2}$	.10 $\frac{1}{2}$
" legs, 4 on board, . . . . .		.05 $\frac{1}{2}$	.05 $\frac{1}{2}$
Mantle-shelf top, . . . . .		.15	.15
Pipe box and wings, . . . . .		.25	.25
Shelf top piece, 2 on board, . . . . .		.15	.15
Shelf brackets, 4 on board, . . . . .		.06	.06
Pipe covers, 2 on board, . . . . .		.05	.05
Hearth extension, 4 on board, . . . . .			.07

Result. — It will be noticed that in this case the parties agreed upon a standard, to wit, the prices paid in Taunton for the several pieces of the "Glenwood B" range, — and

the case was treated throughout as one requiring a careful application of that standard. When the decision was announced, it was discovered that the parties and the board had been misinformed, in a few particulars, concerning the Taunton prices; and a few items were by agreement of the parties raised or lowered, the list as a whole not being materially affected by the changes, but made more readily applicable to the matter in hand, and better adapted to the purpose for which it was intended.

JOHN O'CONNELL & SONS — MARLBOROUGH.

DECISION.

BOSTON, March 26, 1888.

In the Matter of the Joint Application of John O'Connell & Sons of Marlborough, Shoe Manufacturers, and their Employees.

PETITION FILED FEBRUARY 29.

HEARING, MARCH 12.

Having received notice of the fact that a strike had occurred in the factory in question, a member of the board, on February 20, went to Marlborough and conferred with the employers and representatives of the workmen, with a view to effecting a settlement. The efforts in this direction resulted in the prompt return of the employees, under an agreement signed February 20, by the firm, that, "after reinstatement, if there is anything in connection with the work that shall require adjustment, to submit the same to the State Board of Arbitration for settlement." Accordingly, on February 29 the petition in this case was filed by the agent of the workmen employed in the finishing department; and afterwards the firm joined in the written application, stating, however, that, to the best of their knowledge

and belief, the men employed by them had no just cause for complaint.

The evidence at the hearing tended to prove that the finishing was let out by contract to one Thomas O'Brien, who himself hired and paid the men; and the counsel for the firm contended it was not competent for the board to inquire into the alleged grievances, on the ground, as alleged, that they concerned men who were in the employ of O'Brien, and not of the firm. This objection might, under different circumstances, have been entitled to more weight than we are disposed to give it in this case; for, on February 20, and subsequently, when joining in a submission of the case to this board, in accordance with the arrangement previously entered into, Mr. O'Connell, senior, raised no objection of this nature, but on the earlier occasion signed an agreement in writing "to reinstate all the finishers who left our employ on February 2." The board thinks that the objection raised by the counsel is not sufficient, under the circumstances, to preclude the board from a decision on the merits of a controversy which has been presented in due form by both sides, with full knowledge of the facts.

The petition sets forth in general terms several matters of grievance, the most substantial being a claim for an increase of wages and improvement of the condition and appliances for doing the work in the finishing department. It appeared in evidence, and was admitted, that since the return of the workmen some changes have been made by the employers, so that no further complaint was made concerning the conditions under which the men were required to perform their work.

On the items of wages in dispute, the board recommends the following as fair prices to be paid in this factory: —

	Cents.
Sanding 60 pairs, men's and boys',	82
Sanding 60 pairs, women's and misses',	25
Sanding 72 pairs, children's,	25
Wetting down 60 pairs, men's, boys', women's and misses',	9
Wetting down 72 pairs, children's,	9
Burnishing shanks, 60 pairs, men's and boy's,	12
Burnishing shanks, 60 pairs, women's and misses',	10
Burnishing shanks, 72 pairs, children's,	10

Other matters referred to as grievances in the written application relate to the refusal of the firm to "recognize" the authorized agent of the employees, ill treatment of the men by the foreman, breach of agreement in regard to hiring "green help," and fear of being discharged without good cause. Some of these matters were not relied upon at the hearing; and, as to the others, we are of the opinion that the facts of the case, as actually presented, do not call for any recommendations by the board.

Result. — The recommendations of the board were promptly accepted and practically applied by all concerned.

CHARLES M. HOLMES — BOSTON.

On February 27 an application was presented by the lasters in the employ of Charles M. Holmes of Boston, requesting the board to fix a price to be paid for lasting shoes of the style known as the "New Orleans or Kentucky box-toe." The employer had expressed a desire to leave the matter to the decision of the board; but, when asked to join in the application, he made a proposition of settlement which was at once agreed to by the employees, and the controversy came to an end forthwith, without further action by the board.

SHELDON BROTHERS — NATICK.

DECISION.

BOSTON, April 10, 1888.

In the Matter of the Joint Application of Sheldon Brothers of Natick, Shoe Manufacturers, and their Employees.

PETITION FILED MARCH 6.

HEARING, MARCH 21.

This case presents questions of prices for lasting, nailing and heeling in the manufacture of balmorals for men, boys and youths, — all the work being done by hand. Upon the items submitted, we recommend the following prices for the factory of Sheldon Brothers of Natick: —

	Per pair.
Lasting, nailing and heeling men's balmorals, half-sole or tap-sole, cap or plain toe, 1st grade,	\$0.13
Ditto, 2d grade, . . . . .	.12
Lasting, nailing and heeling boys' and youths' balmorals, half-sole or tap-sole, cap or plain toe, 1st grade, . . . . .	.11 $\frac{1}{2}$
Ditto, 2d grade, . . . . .	.10 $\frac{1}{2}$

Result. — The recommendations of the board were adopted; but, although the prices fixed were in some particulars higher than were anticipated by the firm, yet they experienced some difficulty for a while in procuring men to do this work who were willing to remain for any length of time in their employ.

HAND-SEWERS' STRIKE — WEYMOUTH.

An application was received, March 6, from Henry S. Lyons, representing workmen lately employed in the several factories of Edwin C. Clapp, Strong & Carroll, M. Sheehy & Co., all of East Weymouth, and J. H. &

F. H. Torrey of North Weymouth. They had been engaged in sewing on welts by hand, and sole-stitching. The application stated that "the employees, through a committee, demand an advance of wages, in order to bring the price of hand-sewing and stitching up to the price paid by other firms. The advance was refused, and a strike was the result, which has been in existence since the 2d of January, 1888." The board was requested to "inquire into the cause of the dispute, and advise the respective parties thereto what, if anything, ought to be done or submitted to by either or both to adjust said dispute."

The board, upon inquiry, ascertained that the employers affected by this strike, or, as some termed it, lock-out, were organized, and guided by a firm determination to resist what they considered the unreasonable demands and acts of the Hand-sewers' Union. As the war of organizations was still going on, for arbitration pure and simple there was no place, the disposition which is a prerequisite being absent on both sides, except so far as the application signed by Mr. Lyons might be considered evidence of a more reasonable attitude on the part of the workmen. After careful consideration of all the circumstances, and conferring separately with the parties interested, the board published the following report of the facts, and such recommendations as seemed most applicable to the case: —

REPORT.

BOSTON, March 24, 1888.

*In the Matter of the Application of Henry S. Lyons, Agent for
Hand-sewers of Weymouth.*

PETITION FILED MARCH 6.

The board has made careful inquiry into the cause of this controversy, as requested in the terms of the applica-

tion, and for that purpose has conferred informally with the workmen on the one hand, and the employers on the other. In this way the situation has been grasped, and it has been deemed inexpedient to give a public hearing in this case, as, under the circumstances, it would not in any event be likely to subserve any good purpose, and would not materially add to the information already obtained.

The board finds, that, on Jan. 2, 1888, the workmen interested in this application, who were employed in sewing on welts by hand, acting in concert, their claim for an increase of wages having been refused, left their work and entered upon a strike, which has continued to this day. The factories affected were those of Edwin C. Clapp, Strong & Carroll, M. Sheehy & Co., of East Weymouth, and J. H. & F. H. Torrey of North Weymouth. In the meantime the manufacturers have hired other workmen to take the places of those who had left, nearly sufficient in number for their business. On the other hand, a large number of the workmen who had left have found employment elsewhere.

It is to be regretted that this controversy, involving a disturbance of business on the one side and a loss of wages on the other, affecting the general welfare of the town, should have continued for so long a period without being submitted to an impartial tribunal, for a settlement that would be fair to all parties concerned. Notwithstanding, however, the present condition of affairs in Weymouth, the board is of the opinion that there is still opportunity for restoration of more harmonious relations between the manufacturers and their former employees; and, with this end in view, we make the following recommendations: —

First. That the workmen, acting through the agency

of their organization, or in such other way as may seem best, promptly declare the strike ended, and notify their former employers of their readiness to return to work, in compliance with the recommendation of the State Board.

Second. That the employers reinstate, without prejudice, as many of the men employed by them respectively, at the beginning of the controversy, as the requirements of their business will permit.

The board is confident, that, if these recommendations are received and adopted in a conciliatory spirit by both sides, the benefit will be easily perceived and appreciated,—not only by those directly involved, but by the whole community in which they dwell.

Result. — On March 25, at a meeting of the Weymouth Assembly of the Hand-sewers' Union, the board's report being under consideration, it was voted to "most respectfully reject its recommendations." This hasty and ill-advised action was, however, reconsidered; on April 4 the strike was declared off, and the workmen were taken back from time to time as they were needed in their former workshops.

HARNEY BROTHERS — LYNN.

The application in this case was filed by the firm on March 22, and alleged that the cutters lately in the firm's employ demanded an increase of wages on two grades of shoes, and refused "to work by the week at \$17, the uniform price in Lynn."

The board at once put itself in communication with the striking employees, and an agreement was arrived at, in accordance with which the men returned to work at piece prices, the question of a price by the week being kept

open for further consideration. On April 10, nothing having occurred in the meantime to attract attention to the case, the board was advised by the firm, that, although they were not wholly satisfied with the degree of attention that had been given by the Cutters' Union to the matter of the firm's request for a price by the week, nevertheless, they thought that matters could be satisfactorily arranged by the parties, without troubling the board further. The application was accordingly placed on file without further action by the board.

EMERSON, WEEKS & Co. — BROCKTON.

DECISION.

BOSTON, May 11, 1888.

In the Matter of the Application of Edward C. Smith and Edward J. Brady, representing Employees of Emerson, Weeks & Co., Shoe Manufacturers, of Brockton.

PETITION FILED MARCH 30.

HEARING, APRIL 19.

This application proceeds from the workmen who are employed as lasters in the factory of Emerson, Weeks & Co., at Brockton, and embodies a complaint that the prices now paid by said firm are too low, and lower than the prices paid in other factories in Brockton for similar work.

The board has fully investigated the complaint, and in the progress of the inquiry visited the factory in question. The firm, as well as the workmen, have had full opportunity to make such statements as they desired; and, although not joining in the written application, the firm promptly responded to the request of the board for information concerning the quality of the goods made, the selling price, etc., and cheerfully afforded every facility for pursuing the investigation.

As the result of our inquiry, we recommend that the following prices be paid by Emerson, Weeks & Co. for lasting men's, boys' and youths' calf or dongola shoes of a cheap grade, selling at a price under \$1.37½, and designated in this factory by a yellow tag:—

	Per pair.
Calf or dongola shoe, plain toe,	\$0.05
“ “ “ hard box, extra, . . . . .	.00½
“ “ “ tip and box, extra, . . . . .	.01½
“ “ “ putting on outside tap, extra, . . . . .	.00½
Laying soles, per case 24 pairs, . . . . .	.26

Result.—The recommendations were promptly accepted and put in force by all parties concerned.

NEW ENGLAND PIANO COMPANY — BOSTON.

An application was received, on April 2, from Thomas B. Dardis, agent of striking employees of the New England Piano Company of Boston, alleging that, “on the 19th of February, 1888, the workmen employed as rubbers left their work, because the wages were too low. The varnishers and polishers were afterwards included in the same controversy, and have not since been employed by said company.” The advice of the board being desired, an interview was had with the superintendent of the company, who respectfully declined to join in the application, for the reason that he was quite satisfied with the situation, and did not see that the services of the board were needed. After further conference with the petitioner, and with his approval, the board decided to take no further action, as the case then stood. Nothing else has since occurred to attract the attention of the board to the matter.

J. W. INGALLS & SON — LYNN.

REPORT.

BOSTON, April 12, 1888.

In the Matter of the Application of J. W. Ingalls & Son of Lynn, Shoe Manufacturers.

PETITION FILED APRIL 6.

HEARING, APRIL 11.

On April 2, before this application was received, a strike occurred in the finishing department of the factory of J. W. Ingalls & Son of Lynn; and a few days afterwards, in consequence of the strike, all the other employees, about two hundred in number, were thrown out of employment. The firm offered, and was willing from the beginning, to submit all matters in dispute to this board; but the channellers or finishers, with whom the trouble originated, not only refused all overtures of this kind proceeding from their employers, but have declined to respond to the attempts made by this board to effect an amicable settlement. The usual public notice having been given, a hearing was had at Lynn, and the board finds the following facts: —

On Oct. 29, 1887, upon the joint application of this firm and the channellers in its employ, who were represented by one Michael Healey as their agent, this board rendered a decision upon the prices to be paid in this factory for channelling and bottom finishing. The prices recommended were materially higher than had previously been paid in this shop, but were accepted and adopted by the firm and the workmen interested. The law of the State provides that such a decision "shall be binding upon the parties who join in ~~said~~ application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same

at the expiration of sixty days therefrom." Before the prescribed time, six months, had elapsed, a demand for higher wages was presented by Michael Healey, assuming to act for the workmen, who were legally bound by the decision; and, the demand being refused, the strike occurred, as above stated. It appears that some changes were contemplated in the work of the factory, which might or might not have made it necessary to revise the price-lists in vogue; but it is difficult to understand why the channellers should have moved in the matter, for all the changes tended toward an increase of work of the cheaper grades, and the introduction of work still cheaper than that for which their prices were made.

It remains for the board to take notice of an attempt by the agent who represented the channellers in the former proceeding, to annul the board's decision by giving the notice provided by the statute quoted above. The only evidence that has come to us on this point is, that, on or about Nov. 11, 1887, the firm received through the post-office a letter, of which the following is a copy: —

J. W. INGALLS & SON.

LYNN, Nov. 11, 1887.

Sirs: — The decision of the State Board of Arbitration in relation to prices paid for channelling in your factory is not satisfactory to the men employed by you in said department; and, as the rules governing cases referred to said State board require it, I, in behalf of said employees, hereby notify you that they will not be bound by said decision after the expiration of the sixty days called for by said rules.

Yours, etc.,

MICHAEL HEALEY, *Secretary.*

92 MUNROE STREET.

Both members of the firm testified that none of the channellers employed by them had complained of the

prices fixed by the board, or said anything about annulling the decision. On the contrary, the firm said that the men who worked for them in the department in question were fully satisfied. Michael Healey, whose name is affixed to the notice received by the firm, was not employed by the firm in any capacity: and although he assumes to give the notice "in behalf of said employees," no evidence whatever is forthcoming of his authority to take so important a step for them; and, on the other hand, there is good reason to believe that the channellers were in fact satisfied with their position. Certainly, a notice of this kind proceeding from a secretary of a labor organization ought not of itself to be considered sufficient to alter the legal relations of the parties under the decision referred to. It should clearly appear that the notice emanated from a "party" to the proceedings before this board. In this case that party would be the channellers themselves, and not their former agent, whose authority in the case terminated with the rendering of the decision.

The application in this case states that a controversy exists with the lasters as well as the channellers. The agent of the lasters declines, under the circumstances, to take part in the proceedings. His statement, made to the board in writing, is as follows:—

"While we were in consultation with Messrs. Ingalls & Son, the channellers went on a strike; and very soon thereafter, a day or two later, the lasters were laid 'off,'—not on account of any trouble between Mr. Ingalls and our organization, but because the closing of one department made it advisable to close others."

So far as the application relates to the lasters, the board has no comment to make, believing that their

matters will be adjusted if the trouble in the channelling department is once disposed of.

Under these circumstances, the board is of the opinion that the decision rendered Oct. 29, 1887, is still in force between the firm and the channellers, and that Michael Healey, by his unreasonable and apparently unwarranted acts in the premises, is mainly responsible for the strike which occurred on April 2, by reason of which the workmen employed in the finishing and other departments of this factory have been wrongfully deprived of an opportunity to pursue their calling. We hope that the workmen lately employed in this factory will return to their places, and that, if any differences arise that are not susceptible of adjustment by the parties themselves, they will be submitted to arbitration, either to a local board to be selected by the parties, or to the State board, as has heretofore been practised in Lynn with benefit to all concerned.

But if for any reason a different course should be taken, and, after reasonable notice to their former employees, they should neglect or refuse to return to work, the firm will be fully justified in hiring other workmen wherever they can be found. And, under such circumstances, should the necessity arise, we appeal to the law-abiding and fair-minded people of Lynn, whether manufacturers or workmen, that they give to the firm of J. W. Ingalls & Son, and to those workmen who may hereafter be employed by them, moral support and active co-operation, to the end that their business may be resumed, and hundreds now in enforced idleness be allowed to resume work and earn an honest livelihood.

Result. — On April 16 the firm reported that they had complied with the board's recommendations; "and, as a result, all departments of our factory are to-day in run-

ning order; the employees in the channelling as well as all other departments having resumed work." It was at the same time understood that new prices for channelling were to be subsequently agreed upon, to take effect as soon as the decision of the board then in force should cease to be operative, under the limitation fixed by law.

HENRY C. MEARS — LYNN.

DECISION.

BOSTON, June 19, 1888.

In the Matter of the Joint Application of Henry C. Mears of Lynn, and his Employees, represented by James F. Carr.

PETITION FILED April 4, 1888.

HEARING, April 13, 16.

The employer in this case, being engaged in the business of stitching uppers of boots and shoes, desired "that his work be graded in three grades, and fair prices be determined for each grade." He also contended that the prices existing at present in his shop prevented his doing the work of the cheap grade, by reason of being higher than what others were paying for this class of work.

The employees, acting through their representative, claimed that the prices paid were only such "as are being paid by other firms who make the same kind of shoe," and objected to any change in prices; but they expressed their willingness to have the State board grade the work, and fix prices on different grades.

From the foregoing, it will appear that by the terms of the application the board was called upon to establish and define grades, and to determine prices for each grade that would be fair and uniform, and with particular reference to the cheapest grade, so that the employer would be able to do this work in his shop.

In accordance with the request of both parties to this application, the board has endeavored throughout to keep in mind the probable effect of its decision upon the business interests of the city of Lynn, as well as to guard the just claims of those who do the work to which this case refers,—the stitching of uppers. In other words, both parties desired that the decision should be such, both in form and in details, that it could be applied generally in determining prices to be paid throughout the city for stitching. This request was reiterated by many manufacturers not parties to the case; and, before proceeding far, the board became convinced that the case ought to be regarded as applying generally to the stitching business of Lynn.

Many interviews were had with manufacturers, with stitching contractors, and with women and girls who do the work; and, with their assistance and co-operation, the board took the first step towards a decision by defining three grades of work, and preparing samples of each grade, which are intended to represent the work upon which a price-list was to be based. The board has not only ascertained to a considerable extent the prices now paid in the various factories and stitching-rooms of Lynn, but has sought and obtained in writing the views of manufacturers, stitching contractors and operators, on the question what, in their opinion, would be fair prices to all concerned on the several items of the three grades adopted by the board for the work to be done, according to samples prepared under the direction of the board. It should be clearly understood that all deviations in quality or amount of work from the standards established by the samples prepared by the board, and all extras and matters of detail not covered by this decision, are to be adjusted by the parties interested in a manner satisfactory to all

concerned. Returns were received from twenty-three manufacturers, nearly all of Lynn, from fifteen stitching contractors and eighteen operators. By the aid of the facts and estimates thus obtained, and much other laborious investigation, the board has agreed upon the accompanying price-list; and the same is hereby recommended for general use, so far as it is applicable, or can with advantage to both employer and employee be made applicable, to the work required in the several factories of Lynn. As before stated, should any doubt arise as to what is required by the terms of the price-list, the board's samples, plainly marked and accessible to all, can be referred to, and will show exactly what kind and amount of work is contemplated by the board.

The grades are defined thus:—

- 1st Grade. All outside stitching to be done with silk, according to sample.
- 2d Grade. Outsides to be stitched partly with silk and partly with cotton, according to sample; or with cotton only, the work to be of a fine quality, according to sample.
- 3d Grade. All cotton, cheap quality of work, according to sample.

Full sets of samples may be seen at the rooms of the board, No. 13 Beacon Street, Boston; at the office of the city clerk in Lynn; and at the rooms of the Stitchers' Union in Lynn.

It would obviously be unreasonable to expect that a price-list prepared under the circumstances of this case would be free from errors, and perfect in every particular. With the most earnest desire to attain absolutely correct results, the board is fully aware that such results are not often reached by human tribunals; but it is reasonably certain that a trial of the list for six months will develop any mistakes that may have been made, and the board

will then cheerfully reconsider the whole or any part of the decision, for the purpose of making any needed corrections.

In view of the fact that the decision affects the earnings of some three thousand female employees and the interests of nearly two hundred manufacturers, involving consideration of a matter of importance to the general welfare of Lynn, the board has been impressed, from the beginning, with the great responsibility which this application has imposed upon it. With these remarks and explanations, we commend the result of our labors to the thoughtful consideration of all who are interested in stitching work in Lynn, whether as employers or employees.

PRICE-LIST FOR STITCHING UPPERS OF LEATHER BUTTON BOOTS,
JUNE, 1888.

	GRADE.		
	1.	2.	3.
	Per Case of 60 Pairs.		
1 Closing,	\$0 24	\$0 20	\$0 15
2 Closing foxed boot, not including foxing,	22	18	14
3 Closing foxed boot, after foxings are closed on side,	24	22	16
4 Rubbing seams by hand,	15	12	10
5 Rubbing seams by machine,	12	10	8
6 Rubbing seams by hand on foxed boot, not including foxings,	15	12	10
7 Rubbing seams by machine on foxed boot, not including foxings,	12	10	8
8 Staying heels, plain,	24	20	15
9 Staying heels, plain, 2-needle machine,	*14	12	*8
10 Staying fronts, plain,	28	24	18
11 Staying fronts, plain, 2-needle machine,	*16	*14	*10
12 Staying Rochester stay (on heel),	48	42	30
13 Staying overlap fronts,	32	30	24
14 Staying overlap fronts, 2-needle machine,	*18	*16	*14

* See supplementary decision (*post*) for a revision of these prices.

PRICE-LIST FOR STITCHING UPERS OF LEATHER BUTTON BOOTS,
JUNE, 1888—Continued.

	GRADE.			
	1.	2.	3.	
	Per Case of 60 Pairs.			
15	Folding quarters on machine, not including button-piece,	\$0 22	\$0 20	\$0 15
16	Folding points and button-piece by hand,	45	40	35
17	Folding whole quarters by machine, including button-piece,	45	40	35
18	Folding vamps by machine,	22	20	15
19	Skiving button-pieces and quarters by machine,	25	20	20
20	Skiving vamps by machine,	18	15	12
21	Closing on, plain top and plain button-piece,	50	45	40
22	Closing on, plain top and scalloped button-piece, not exceeding 11 scallops,	55	50	45
23	Closing on, scalloped top and scalloped button-piece, not exceeding 8 scallops on top and 11 scallops on button-piece,	70	65	60
24	Turning, plain top and plain button-piece,	50	45	40
25	Turning, plain top and scalloped button-piece, not exceeding 11 scallops,	55	50	45
26	Turning, scalloped top and scalloped button-piece, not exceeding 8 scallops on top and 11 scallops on button-piece,	70	65	60
27	Top-stitching, plain top and plain button-piece,	45	40	35
28	Top-stitching, plain top and scalloped button-piece, not exceeding 11 scallops,	50	45	40
29	Top-stitching, scalloped top and scalloped button-piece, not exceeding 8 scallops on top and 11 scallops on button-piece,	60	55	50
30	Cutting button-holes,	15	12	10
31	Working button-holes, Reece machine, per 100,	6	*5	5
32	Working button-holes, Singer machine, per 100,	81	8	7
33	Working button-holes, double Reece machine, per 100,	5	*4	4
34	Working button-holes, double Singer machine, per 100,	7	6	5

* See supplementary decision (*post*) for a revision of these prices.

PRICE-LIST FOR STITCHING UPPERS OF LEATHER BUTTON BOOTS,
JUNE, 1888 — Continued.

	GRADE.		
	1.	2.	3.
	Per case of 60 Pairs.		
35 Finishing button-holes by hand and snapping ends: First and second grades, 4 stitches; third grade, 3 stitches; per 100,	\$0 6	\$0 5	\$0 5
36 Finishing button-holes by hand and pulling ends through; First and second grades, 4 stitches; third grade, 3 stitches; per 100,	7	6	5
37 Finishing button-holes by machine, not exceeding 1,320 button-holes per case, and trimming ends,	25	20	*15
38 Cording button-holes, whole cord, not exceeding 1,320 button-holes per case,	50	45	*35
39 Cording button-holes, waved, not exceeding 1,320 button-holes per case,	30	25	20
40 Cording button-holes to points, not exceeding 1,320 button-holes per case,	35	30	25
41 Stopping at ends, each end, extra,	3	3	3
42 Vamping, plain,	65	55	45
43 Vamping, square,	75	65	50
44 Vamping, pressed,	75	65	50
45 Vamping, overlap,	1 25	1 10	*75
46 Vamping, scalloped, 2 rows in scallop, not exceeding 19 scallops,	1 65	1 50	1 20
47 Vamping, scalloped, 1 row in scallop, 1 row straight, not exceeding 19 scallops,	95	90	75
48 Vamping, lining held back one side, extra,	5	5	5
49 Vamping, lining held back two sides, extra,	10	8	8
50 Vamping, middle lining held in, extra,	15	10	10
51 Trimming for vamers,	15	15	12
52 Marking for buttoner, by hand, not exceeding 1,320 button-holes per case,	15	15	12
53 Marking for buttoner, by machine, not exceeding 1,320 button-holes per case,	12	12	10
54 Sewing on buttons by hand, and barring button-piece, per 100,	7	7	6
55 Sewing on buttons by machine, per 100,	2	1½	1½
56 Barring button-pieces, and fastening lowest button after machine,	20	20	14

* See supplementary decision (*post*) for a revision of these prices.

PRICE-LIST FOR STITCHING UPERS OF LEATHER BUTTON BOOTS,
JUNE, 1888—Concluded.

	GRADE.		
	1.	2.	3.
	Per Case of 60 Pairs.		
57 Blacking edges of button-pieces, . . .	\$0 13	\$0 10	\$0 10
58 Making linings, plain, as follows: Closing; putting on button-stay inside, web-stay on heel (except in third grade), and top stay; piecing top-stay and fly-lining,	65	60	40
59 Stitching scalloped foxing on quarters, 2 rows in scallop, not exceeding 19 scallops,	1 20	1 10	85
60 Stitching scalloped foxing on quarters, 1 row scalloped, 1 row straight, not exceeding 19 scallops,	90	85	65
61 Foxings closed on side,	18	15	14
62 Rubbing seams, by hand, of foxings closed on side,	12	12	10
63 Rubbing seams, by machine, of foxings closed on side,	10	10	8
64 Foxings stayed on side,	40	35	25
65 Foxings turned back on side and barred,	30	25	20
66 Closing heel foxings, separate,	6	5	5
67 Staying heel foxings, separate,	12	9	8
68 Plain foxings stitched on quarters,	45	40	30
69 Pressed foxings stitched on quarters,	50	45	35

Price-List Revised.

Immediately upon the publication of the foregoing price-list, the board was notified that, in respect of some items, the stitchers were apprehensive that there was serious error in the board's findings; and, an application being made for a re-opening of the case, public notice was given, and the following supplementary decision was rendered on July 30:—

In the Matter of the Joint Application of Henry C. Mears of Lynn, and his Employees; and the Petition of James F. Carr, Agent, for a Re-opening of said Case.

The decision of the board upon the matters presented by the original joint application was rendered June 19, 1888; but, before the price-list recommended by the board had been formally adopted or practically applied by any one, a petition was received from the agent of the employees, who is also the representative of many stitchers employed in other shops in Lynn, stating that certain specified items in the board's list, if applied to shops other than that of Mr. Mears, called for too great a reduction from the prices now being paid, and requesting that the case be re-opened for further consideration and correction of the items referred to.

Public notice being given in the newspapers of Lynn, the board met at the city hall in Lynn on July 9, and afterwards on July 13, "to hear all persons interested in the premises." It appeared that Mr. Mears had withdrawn from business since the original application was filed, and before the decision was rendered, and, consequently, he had no more interest in the decision, as rendered, than any other manufacturer, or employer of stitchers. In considering the applicability of the decision to other stitching-rooms in Lynn, changes were suggested both by employers and employees who were present at the hearing; and, after listening to all who wished to be heard, the board took into consideration all the matters presented, and now, after due deliberation, reports as follows: —

The following items of the decision rendered June 19, 1888, are hereby revised, and should read as follows:—

NO.		GRADES.		
		1	2	3
9.	Staying heels, plain, 2-needle machine,	.015	.012	.009
11.	Staying fronts, plain, 2-needle machine,	.17	.15	.11
14.	Staying overlap fronts, 2-needle machine,	.20	.18	.15
31.	Working button-holes, Reece machine, per 100,	.06	.06	.05
33.	Working button-holes, double Reece machine, per 100,	.05	.05	.04
37.	Finishing button-holes by machine, not exceeding 1,320 button-holes per case, and trimming ends,	.25	.20	.18
38.	Cording button-holes, whole cord, not exceeding 1,320 button-holes per case,	.50	.45	.40
45.	Vamping, overlap,	1.25	1.10	.85

Result.—It should be borne in mind that the decision did not in terms apply to any particular shop or stitching-room. Certain standards being fixed, prices were made according to those standards, with the hope and expectation that the prices recommended by the board, taken together and in relation to each other, would prove to be fairer than the prices then prevailing in Lynn. The attempt to make a price-list for general application, according to the request of both parties to the case, was attended by great labor, and an ever-present, not to say oppressive, sense of responsibility. By reason of the peculiar nature of the case and the form of the decision, the extent to which the recommendations of the board have been accepted and applied, either by employers or employed, cannot be definitely stated; but, according to the best information in the possession of the board, the price-list recommended has been frequently used and referred to in making up price-lists for stitching, as well in Lynn as elsewhere.

D. E. CROSS & CO. — LYNN.

Early in April a controversy arose in the factory of D. E. Cross & Co. of Lynn, concerning the wages of lasters. On April 11 the firm consented conditionally to adopt the price-list offered by the Union, which was an advance on former prices; and signed a writing, of which the following is a copy:—

LYNN, MASS., April 11, 1888.

To the Advisory Board, Lynn L. P. U.

We have this day accepted your price-list, bearing date of April 9, 1888, under the following conditions: Said price-list not to go into effect until May 1, 1888; and if at any time previous thereto we desire to refer this matter to the State Board of Arbitration, and should do so, and, after said State Board shall have investigated and made a report of its findings, if it shall appear that said board's decision is more favorable to us than the price-list this day adopted, we shall consider ourselves under no obligation to pay the price-list of the L. P. U.

D. E. CROSS & CO.

On April 13 the firm presented an application to the board, stating that "the lasters in the employ of the firm have, through their agent, demanded an increase of wages for lasting. The firm says that the business will not allow of any increase."

The advice of the board was sought, and an interview was had with the agent of the employees concerned. The employees did not join in the application, for the alleged reason that the application called for a new grading or classification of work; and, while the matter was of trifling importance as it directly affected this shop, yet

a decision of the board might affect unfavorably other establishments in Lynn that employed a larger number of men.

At the hearing, C. E. Perkins, agent of the Lasters' Protective Union, appeared, questioned the members of the firm who were present, and argued the case on the merits from the side of the employees. When the hearing was resumed, after adjournment, Mr. Perkins stated that two members of the advisory board of the Union had been present with him at the hearing in the forenoon; that he had seen five of the seven members of that board; and that, although he could not say so "officially," he had no doubt that the decision of the board would be accepted by them.

With the aid thus furnished by both parties to the controversy, and by inquiries pursued in factories where similar work was done, the board, on May 9, rendered the following decision:—

DECISION.

*In the Matter of the Application of D. E. Cross & Co.,
Shoe Manufacturers, of Lynn.*

PETITION FILED APRIL 13, 1888.

HEARING, APRIL 23.

The employees interested in this application are the lasters. They have not joined in the written application, but were represented at the hearing, and both sides have been fully heard.

The board recommends that, in the factory in question, the following prices be paid for lasting, exclusive of sole-laying, and in other respects as the work is now done in said factory:—

	Per pair.
French kid button boot, plain toe,	\$0.05 $\frac{1}{2}$
American kid button boot, plain toe, rights and lefts, . . . . .	.05
American kid button boot, plain toe, straight, . . . . .	.04 $\frac{1}{2}$
Goat, grain or sheep, plain toe, rights and lefts, . . . . .	.04
Goat, grain or sheep, plain toe, straight, . . . . .	.04
Samples, . . . . .	.08
For lots of less than 6 pairs, extra, . . . . .	.01

The foregoing prices are to take effect from this date.

Result. — On May 1, before the above decision was rendered, the agent of the Lasters' Protective Union called upon the firm, and requested that they put in force the price-list that had been presented by the Union. This demand was founded upon the firm's letter of April 11, printed above, and was now urged, notwithstanding the proceedings still pending before this board. The demand of the Union not being acceded to, the lasters struck, and remained out until the decision of the board was rendered. Thereupon the prices recommended by the board were posted in the shop by the firm, and the lasters returned to work. After working a day or two, the representatives of the Union went to the shop and said that the Union had decided not to accept the price-list recommended by the State Board. Thereupon the lasters again left their benches.

The firm then advertised for lasters, and, with difficulty and against great opposition, succeeded at last in obtaining the help necessary for the operations of their factory.

SAMUEL F. CROSMAN — BEVERLY.

On April 18 a strike on the part of the overlap stitchers occurred in the stitching-room of Samuel F. Crosman of Beverly. The complaint was, that this employer was

paying less for overlap vamping than any other manufacturer in Beverly, yet sought to have a further reduction.

After a conference of the parties, in the presence of the board, on the 20th, it was agreed that the stitchers should return to work, and present prices continue until the board should have rendered its decision in the case presented by Henry C. Mears and his employees.

PATRICK P. SHERRY — LYNN.

REPORT.

BOSTON, June 7, 1888.

In the Matter of the Application of Patrick P. Sherry of Lynn.

PETITION FILED MAY 21, 1888.

HEARING, JUNE 1.

The petitioner is engaged in the business of manufacturing shoes, and complains that a strike has actually occurred in his factory in Lynn, without fault on his part; and asks this board to investigate the cause of the disturbance, and ascertain and make known who is mainly responsible or blameworthy for the existence or continuance of the same.

Upon receipt of the application, the board at first attempted by mediation to effect an amicable settlement; but, failing in this, and the representatives of the workmen directly involved in this strike having declined to join in submitting the case to the decision of the board, a public notice was given, and a hearing had at Lynn.

It appeared in evidence, and the board finds, that in January, 1887, Mr. Sherry made some changes in his method of doing business which were distasteful to the members of the Lasters' Union then employed by him, and they thereupon ceased to work for him. Since that

time he has employed lasters without any reference to the Union, but the prices paid by him in some other departments of his factory were fixed and agreed upon from time to time between the employer and representatives of the several unions in Lynn. Early in the present year, price-lists for cutting and heeling were agreed to in this manner, and, by the terms of the agreement, were to remain in force until Jan. 1, 1889.

During the time between January, 1887, and May 4, 1888, no dispute arose in the factory, and no complaint was made to the employer about the prices paid, or the amount or the kind of work required. On the day last mentioned Mr. Sherry was called upon by representatives of the several unions other than the Lasters' Union, and the request was made that he discharge the lasters then in his employ, and reinstate those who had left him more than a year before. He declined to do so; and, after some further talk at different times on the subject, without result, the same request was repeated on or about May 17. Upon a second refusal being given, the strike occurred on the day next following, and has continued ever since, with serious consequences to the entire business.

Upon all the facts disclosed by the inquiry made in this case, we find that the refusal of the employer to discharge certain of his men was made the occasion or pretext for this strike; and we are of the opinion that the workmen who took part in the strike did so without any just cause, and are, in the language of the law, "mainly responsible or blameworthy" for the existence of the same.

We hope that the workmen who were in the employ of Mr. Sherry on May 18 will return at once to their former places, and that the employer will receive them without

prejudice. In this way we trust that the former amicable relations will be restored, and continued for the mutual benefit of all concerned.

Result. — Immediately upon receipt of the board's findings in the case, Mr. Sherry notified his old hands that he would receive back into their former places all who might apply before a certain time named in the notice; and that after that time he should proceed to fill up his factory with new workmen. Some of the former employees returned, others were hired from time to time, and the business of the factory has since been conducted on terms mutually acceptable to employer and employees, but not approved of by the Lasters' Union.

GLASGOW COMPANY — SOUTH HADLEY.

The weavers employed by the Glasgow Company of South Hadley struck, on July 13, against a reduction of wages in their department. On the 16th the board communicated with the treasurer of the mill and with the workmen directly interested, who had no organization, and were approached with some difficulty, by reason of the fact that they were, for the most part, Germans, and unable to speak English. Some had already returned to work, and others expressed their intention to take a similar course. The treasurer was confident that the difficulty was rapidly settling itself, that fair wages were paid the weavers, and all that the business would warrant, although not so much as was paid by some other mills, making a different kind of product. After receiving such advice as the board could offer, some of the disaffected weavers signed a paper authorizing an agent to make formal application in their behalf to the State board; but, since

a sufficient number of signatures could not be obtained to answer the requirements of the law, and for other reasons, the attempt to call in the board on a formal application was abandoned. Nothing afterwards occurred to attract the notice of the board to the matter.

SUTTON'S MILLS — NORTH ANDOVER.

On July 29 Sutton's Mills, North Andover, were shut down by reason of the withdrawal of the weavers, about thirty in number, who refused to accept a proposed reduction in their wages. In the weaving of tricot a smaller sum per cut was offered, and each weaver was required to run two looms instead of one, as was formerly done. The board intervened on July 11, had interviews with some of the disaffected weavers, also with the proprietor of the mills.

It was ascertained that the relations between the proprietor of the mills and the employees had always been harmonious, and there was good reason to believe that the weavers would agree to a reasonable reduction. Upon further consideration of all the circumstances, the mill was re-opened in a few days afterwards, and the employees resumed work at rates somewhat less than had been paid previously, but with some concessions from the management.

ARLINGTON MILLS — LAWRENCE.

On July 31 a strike occurred on the part of some of the weavers employed in the Arlington Mills of Lawrence, numbering from two hundred to three hundred,

the grievance being a recent reduction of wages, and excessive fines. On August 4 the board, having learned that a general strike in the mill was apprehended, proceeded of its own motion to the scene of the controversy ; and, as a result of the conference with the striking employees, the latter voted unanimously to make application to the State Board for advice and guidance. A petition was accordingly signed and filed with the board, on August 6, alleging that "the wages paid for weaving white three-harness twill-work are too low, and that the employees claim that they are entitled to an advance. Furthermore, the fines imposed for work alleged to be imperfect are oppressive."

The treasurer of the corporation, when called upon by the board, stated that a change had recently been made, on some of the looms, from striped goods to plain goods, and that the disaffected weavers found that they could not earn so much as they formerly did on fancy goods. He felt aggrieved that the employees should have struck while he was absent and out of the State, but said that, if they thought it best to return under the advice of the State Board, they should be received back into their former positions, without prejudice ; that then he would personally examine into the matters complained of, and what appeared to be right, under all the circumstances, should be done.

After another conference with the board, the striking employees voted to return to work on April 9, which they did accordingly. Subsequently concessions were made by the management that proved to be entirely satisfactory to the weavers.

PALMER CARPET COMPANY — PALMER.

On August 11 the weavers, twenty-one in number, employed by the Palmer Carpet Company of Palmer, struck for an increase of wages, and at the same time demanded the reinstatement of one of their associates who had been discharged.

The board interposed on August 24; but both parties appeared firm, and indisposed to make any concessions for the purpose of arriving at a settlement of the dispute. Matters remained thus until September 4, when the board renewed its attempt to effect a settlement, and for that purpose notified both parties of its intention to proceed to Palmer on the 6th, and make further inquiry into the subject-matter of the controversy.

On the 5th, however, a settlement was made by the parties, the weavers desisting from their demand for the reinstatement of the discharged man, and the company granting the desired increase of wages.

The object aimed at by the board having been effected, no further action was deemed necessary.

N. R. PACKARD & Co. — BROCKTON.

On September 8 a strike of the lasters, twenty-seven in number, occurred in the factory of N. R. Packard & Co. of Brockton, caused by a notice from the firm of a reduction of thirty cents per case for lasting a calf shoe with cap and box.

The firm also declined to pay for the work of pasting the cap and toe of the vamp, as was required of their lasters, the price which, according to the price-list, was due for a soft box.

The board intervened on September 12, and had separate interviews with the firm and the agent of the lasters; on the 14th the workmen returned to their benches; and, after further consideration and consultation with the board, the firm withdrew its claim for a reduced price on the item of the calf shoe. Both parties agreed that work should be resumed and go on as usual, and to leave it to this board to decide whether anything additional was fairly due for pasting the cap and toe of the vamp in the manner required in this shop. Accordingly, the board took the case under advisement, and, on September 27, forwarded to the parties in interest the following statement of the board's conclusions:—

DECISION.

In accordance with the arrangement made through the instrumentality of the board, under which the lasters who had struck resumed work on September 14, to await the result of our investigation, the board has made careful inquiry in thirty-nine factories in Brockton and Campello, and in none of these factories are the lasters required to paste the cap and toe of the vamp, as is done in your factory. Furthermore, we do not learn of any other factory in Brockton or Campello which requires this work of the lasters. It naturally follows, that, if the firm still wishes to have the work done as at present in this factory, a fair allowance ought to be made for the pasting, which is not required in other factories. No opinion is here expressed concerning what would be a fair allowance, because that question has not been presented to the board on either side. The firm may, perhaps, choose to discontinue the pasting of the cap and toe, rather than pay anything for it; or, perhaps, by some other means this part of the work may be done

before it comes to the lasters. In any event, it is hoped that the existing harmony may not be disturbed, and that an arrangement may be made that will be fair and acceptable to all concerned.

Result. — Since this decision was rendered, nothing further has occurred to attract the attention of the board to the subject-matter of the dispute.

KEENE BROTHERS — LYNN.

REPORT.

BOSTON, Sept. 29, 1888.

In the Matter of the Application of Keene Brothers, Shoe Manufacturers, of Lynn.

PETITION FILED SEPT. 18.

HEARING, SEPT. 26.

It appears, from the statements contained in the petition and repeated at the public hearing, that, before the time of presenting the application in this case, a strike on the part of the cutters had occurred in the Lynn factory of Keene Brothers. Accordingly, the application must be considered as made under section 5 of chapter 269 of the Acts of 1887, which provides that in such cases the board shall put itself in communication as soon as may be with the parties to the controversy, and endeavor by mediation to effect an amicable settlement. The attempts of the board to bring the parties together having proved unsuccessful, the board, after due notice, gave a public hearing in Lynn, for the purpose of investigating "the cause or causes of the controversy, and to ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same." At the appointed time and place no one appeared, excepting the members of the petitioning firm

and their attorney. The cutters took no part in any of the proceedings.

It appears that the cause of the strike was the adoption by the firm of a new method of hiring cutters for cheap work. They proposed to pay "fifteen dollars a week by the year, guaranteeing forty weeks' work, except in case of strike, unforeseen accident, death, panic, or the employee discontinuing work, or discharged for proper cause; the firm to have the option of discontinuing the same by paying at the rate of seventeen dollars a week instead of fifteen dollars, for the time worked, total not to exceed six hundred dollars in amount." Other details of the proposed change were submitted by the firm; and it was earnestly contended, that, if this plan were adopted, the present shoe business of Lynn could be retained, and that much of the business which has left Lynn, and is now carried on in the country, can be brought back. The firm also contend, that, although the price per week offered by them is two dollars less than the prevailing price in Lynn, nevertheless the cutters would be able to earn more in a year than they do now, by reason of more steady employment.

The board is asked to give its opinion of the proposed change, and say whether it is a good one or not; and, if the plan proposed does not appear to be a good one, to suggest a plan to be adopted in place of it. This part of the application is made under a misapprehension concerning the duties and powers of this board. It should be borne in mind that the object for which this board was created is "the settlement of differences between employers and their employees." Here there are no employees, for the reason that the firm are unable to persuade the cutters lately in their employ to work for them under the proposed arrangement. And, in point of fact, the

strike was caused by the adoption of the new plan. If the belief expressed by the firm is well founded,—to wit, that the acceptance of their plan will result in more work for Lynn workmen, more continuous employment and increased yearly earnings,—there ought to be no great difficulty in hiring men in the manner proposed; but it must be a voluntary arrangement on both sides, and must appear to be mutually advantageous, and fully understood by all parties concerned. It might be objected that the cutters ought not to be asked to submit to a temporary cut-down, although with the promise of ultimate advantages, unless the employees in other departments can be persuaded to come in under a similar arrangement.

Any expression of approval by this board would not be likely to induce men to enter into a contract which they do not perceive to be advantageous to them; and we do not think that the influence of this board can properly be exerted for such a purpose, at least in a proceeding to which they are not parties, and in a matter affecting their weekly wages.

It is unnecessary to say that any practicable scheme for increasing the business of Lynn and enabling employers and workmen to secure greater benefits than they now enjoy is worthy of thoughtful consideration by those immediately interested, and will secure the co-operation of this board so far as it is proper for the board to take any action in the premises. In the case here presented we do not feel at liberty to express approval or disapproval of the plan proposed, for the reasons already given.

Result. — Nothing further was done by the petitioner towards a trial of the plan proposed by him in this case, and the strike was ended by an agreement entered into by the parties interested.

STAFFORD MILLS — FALL RIVER.

Having learned that a strike had occurred in Fall River, on the part of the spinners and weavers employed in the Stafford Mills, the board, on September 25, proceeded to that city for the purpose of inquiring into the cause of the controversy, and, if possible, to effect a settlement.

It appeared that on Monday, September 17, the weather was unseasonably hot, and the spinning was bad. The spinners complained of bad cotton, of too much twist in the yarn, and that the speed of the machinery was too great. The next day they all went to work, as usual; but soon after work had begun all the spinners left the mill, and did not return. Another grievance was, that the measuring-reel was kept by the superintendent in the office of the mill, instead of in the spinning-room; but no complaint was made about the wages received. The complaint was also made, that when a substitute or "sick" spinner was employed in place of a regular workman, the substitute was paid \$1.70 only,—a sum which was less than the amount actually earned by the mules, the balance being retained by the management.

After the strike of the spinners, the weavers continued working until the supply of yarn was exhausted: but when purchased yarn was furnished to them, on the 21st, they all left their work. The mill was necessarily shut down, and about four hundred employees were idle. By request of the board, the president and the superintendent of the mill met the representative of the spinners in the presence of the board, and, after a full discussion of the questions involved, it was agreed that the speed should be lessened while the cotton then on hand was

being worked up,— perhaps for seven or eight weeks; that the regular spinners should in future receive whatever the mules earned, and should themselves settle with the substitutes or “sick” spinners. The superintendent also undertook to reduce the drag or take out some of the twist, in such manner as might be found best, after a thorough test and examination had been made.

Result.—In accordance with the arrangement thus made and agreed to, the mills resumed operations on September 28; the employees returned to their customary places, and, so far as the board is informed, nothing has since occurred to disturb the relations between the mill and its employees.

HEYWOOD BROTHERS & Co. — GARDNER.

Having learned that a strike had occurred in Gardner, in the factory of Heywood Brothers & Co., chair manufacturers, the board visited Gardner on October 10, and put itself in communication with the employers and the disaffected employees. It was ascertained that the strike was occasioned by notice from the firm, on October 2, of a reduction of wages in the framing department on certain parts of the carriage work. The employees in that department immediately struck, subsequently others left their work; and, at the time when the board appeared on the scene, about four hundred workmen were idle, who would under ordinary circumstances have been employed in the factory in question. The degree in which the wages would have been actually affected by the reduction proposed was very small,—quite insignificant in comparison with the loss of wages on the one hand, and the stoppage of business

in the busy season on the other hand. In the exercise of its duty, and in order to effect a settlement which would clearly be for the interest of all concerned, the board endeavored to obtain the consent of both parties to meet in the presence of the board, for the purpose of adjusting the difference, if possible. The employees, at the request of the board, chose a committee for this purpose; but the firm declined to meet any such committee, even in the presence of the State Board, and in response to its invitation and request to do so. It will be readily perceived that under such circumstances there was no chance for mediation. Neither party asked for any formal action or report by the board, and matters were allowed to drift along, with more or less local disturbance of the peace, until about six weeks had elapsed, when an understanding was arrived at, under which work was resumed.

We are confident it is not too much to say, that, had there been earlier a disposition on all sides to arrive at a result fair to all concerned, the board might have rendered efficient aid to the accomplishment of that end.

AUBURN WORSTED MILLS — AUBURN.

Learning that a strike of the weavers employed in the Auburn Worsted Mill, at Auburn, had occurred, the board, on October 15, proceeded to inquire into the circumstances attending the dispute. It was ascertained that forty-two weavers had taken part in the strike, which was occasioned by the refusal of the employers to grant an increase of wages. At the time of making the inquiry, the mill was shut down, and all but about fifteen of the disaffected weavers had left town and obtained other employment. A new price-list had just been posted by the

management, and, although there was no recognition of the claim for an advance in wages, it seemed likely that, upon opening the mill, a sufficient amount of help would be obtained; and, no application being preferred by either party, the board deemed it inexpedient to take any further action in the matter.

ARLINGTON MILLS — METHUEN.

On October 27 an application was made by the mule-spinners employed at Methuen, in the cotton mill of the Arlington Mills, complaining that "a reduction of wages imposed and to go into operation on Monday, Oct. 29, 1888, is unjust, in view of the class and quality of the work being done, and is lower than the prices paid for similar work in Massachusetts and elsewhere." The advice of the board was asked for, and on the 29th a communication was addressed to the treasurer of the corporation, notifying him of the application, and inviting his early attention to the matter. Upon receipt of this communication a satisfactory settlement was arrived at by the parties concerned.

ALBERT BARROWS — BROCKTON.

A strike occurred, November 2, on the part of the lasters employed by Albert Barrows of Brockton, who were unwilling to accept a reduction proposed by their employer.

Mr. Barrows filed his application to the board on November 7, alleging that, "in consideration of the fact that I manufacture a cheap grade of work, the prices demanded for lasting are too high. I desire the State Board to fix

fair prices on buff, calf, split, oil grain and dongola, for lasting in my shop." The striking employees, through their representatives, declined to submit the matter to arbitration; but the board, having obtained their view of the controversy, addressed the following letter to Mr. Barrows, on November 7:—

After receiving your application, dated Nov. 5, 1888, the board communicated with Mr. E. J. Brady, secretary of the Lasters' Protective Union, in Brockton, who, acting for the lasters lately employed by you, declined to join in the application. Under these circumstances, the board, as at present advised, deems it best to take no further action in the premises at this time; but, as there appeared to be a disposition on the part of Mr. Brady to adjust the matters actually in dispute in your case, if it could be done without unsettling the prevailing price in Brockton, the board suggests that if another conference be had with Mr. Brady, or other representative of the late employees, there appears to be good reason to believe that a result fairly satisfactory to all concerned may be attained. A copy of this letter has been forwarded to Mr. Brady.

Result. — Another conference was accordingly had, and on November 14 a settlement was made under which work was resumed.

A. R. JONES—WHITMAN.

On November 3 the following joint application was received from A. R. Jones of Whitman, and the lasters in his employ:—

WHITMAN, Nov. 2, 1888.

To the Members of the State Board of Arbitration.

GENTLEMEN:—We, the undersigned, have this day forwarded to you by mail one shoe upper, the quality of which is a matter

150000

of dispute between A. R. Jones, a shoe manufacturer of Whitman, and the Lasters' Protective Union of the same place.

The question is, namely, Is the above-mentioned shoe upper, that is, the vamp, made of what is commonly known as buff leather? or is it calfskin? — the above question to be decided by you, gentlemen of the Board of Arbitration, without taking any testimony or listening to any arguments from either or any of the parties interested; you to forward your decision in writing — one copy to A. R. Jones at Whitman, Mass., and one copy to Thomas H. Dunn at Centre Abington, Mass.; and we, the undersigned, do hereby agree to submit to and be governed by your decision.

Hoping you will give this your earliest attention, we are, gentlemen,

Yours, etc.,

Signed for Whitman L. P. U.,

WALTER D. TENNEY.

THOMAS H. DUNN.

A. R. JONES.

The following decision was rendered on Nov. 9, 1888: —

DECISION.

In the Matter of the Joint Application of A. R. Jones of Whitman, and his Employees, represented by Walter D. Tenney and Thomas H. Dunn.

PETITION FILED Nov. 3, 1888.

The only question presented in this case concerns the quality of a certain shoe upper marked "8 D 5" and "7070;" or, in the language of the petition, "Is the above-mentioned shoe upper, that is, the vamp, made of what is commonly known as buff leather? or is it calfskin?"

The board has carefully considered the matter submitted; but, in accordance with the request of both

parties, no hearing has been had or arguments offered, on either side. Aided by information obtained from other sources, the board finds, and gives as its answer to the question propounded, that the vamp of the shoe upper presented to the board, and marked as above described, is made of what is commonly known as buff leather, and is not calfskin.

Result. — The decision was accepted and practically applied by all parties concerned.

HARRY E. PINKHAM — LYNN.

REPORT.

BOSTON, Dec. 6, 1888.

In the Matter of the Application of Harry E. Pinkham of Lynn.

PETITION FILED Nov. 14, 1888.

HEARING, Nov. 27, 1888.

The petitioner is a shoe manufacturer, and alleges in the petition that he "has in his employ a man who is objectionable to other employees, past and present, and for this cause some have left their work, and others threaten to do so." Acting in compliance with the request embodied in the petition, the board has attempted by every practicable means to adjust the difficulty, but thus far without result. The petitioner requests the board to state the results of its investigation, and to say which party to the dispute is "mainly responsible or blameworthy for the existence or continuance of the same."

The board finds that the person objected to is a channer, who has lived in Lynn for several years, and has been employed in other factories in that city. He is not a member of any labor union, nor, so far as appears, has he ever belonged to any such association, although he has expressed his willingness to become a member. A com-

mittee of prominent representatives of labor organizations in Lynn informed the petitioners, several weeks before the strike, which occurred on or about November 14, that some or all of his employees objected to working in the shop with the channeller above mentioned, and suggested that he be discharged, and the cause of the difficulty be in this manner removed. At one of the later interviews the employer was informed by one of the committee, that, unless the channeller was discharged on or before the day following, the rest of his help would leave him. The help did not, in point of fact, leave at the time indicated ; but, after another interview, of like tenor with the interviews which had preceded it, between the employer and the same committee, fourteen employees in different departments either went out or stayed away from work. By this course of proceeding the employer's business has been seriously impaired ; but, so far as appears, there has not been any public disturbance, or interference with other workmen who have offered themselves for employment.

The employer alleges, and no doubt believes, that his employees have been ordered out by their representatives, and feels aggrieved by such action ; but it is not entirely clear, on the facts as they appear to the board, that the employees who left their work did not go out voluntarily. It is clear, however, that the workman whose presence in the shop is the occasion of the trouble is not objectionable to the others solely, if at all, by reason of the fact that he is a non-union man. It is fair to assume, that, if that had been a controlling consideration, the lasters would have struck with the others. In fact, none of the lasters went out, and one of them, although a union man, told the board that he had no grievance.

It so happens that the petitioner has in his employ one

man who is so objectionable to a considerable number of the other employees that they are not willing to work with him. The employer is convinced that the objection is ill founded and unreasonable; but the case has been so presented that the board is not fully informed as to the nature of the objection, and is unable to say, on the evidence presented, whether the objection is well founded or not. Nor has the case disclosed anything which would authorize this board to advise the petitioner to discharge the man who is the occasion of the controversy. Whether he shall be retained or discharged is a matter of personal and private interest to him and his employer. It simply remains for the petitioner to decide for himself what course is best for him to pursue in the management of his business. It is no part of the duty of this board to assume the responsibility of such a decision. The board, nevertheless, recommends that both parties to the controversy reconsider their position, to the end that the employer may inform himself more fully and accurately of the dispositions and sentiments of his help, and that the employees may again ask themselves whether the objections that have been made rest upon well-substantiated facts of so serious a character that intelligent men and women will be justified by their own judgment in refusing to return to work. There is reason to hope, that, if the case is considered anew under the suggestions made by the board, harmony may be restored in this factory, and a troublesome controversy ended, to the advantage of all concerned.

Result.—On December 8 the employees returned to work, and nothing has occurred since that time to attract the notice of the board.

FRANCIS W. BREED — LYNN.

An application was received, November 17, from workmen employed as cutters by Francis W. Breed of Lynn, alleging that their employer proposed to require of them a reduction amounting to ten per cent. of their wages. Upon receiving notice of the filing of the petition, the employer informed the board that he did not think it would be of any advantage at that time for him to join in the application, and take part in a public hearing. The workmen, acting under the advice of the board, continued at work, and the proposition to reduce the wages was not pressed any further. Consequently, no other action has been necessary under the application.

C. L. & L. T. FRYE — MARLBOROUGH.

On November 21 a petition was received from E. F. McSweeney, alleging that a lock-out had occurred at the factory of C. L. & L. T. Frye of Marlborough, shoe manufacturers; that the firm had "discharged its employees in violation of written agreements entered into with the employees, and fixing the rates of wages until May 1, 1889; and this action was taken by the firm for the purpose of breaking down the scale of wages now prevailing in the shoe factories of Marlborough." Being requested to make inquiry into the matter, and attempt to bring about a settlement, the board for that purpose visited Marlborough, and saw all the parties in interest, but was unable to reach the trouble effectually. In outward appearance the business of the factory was proceeding about as usual. The firm had deliberately chosen its ground, and

declined to consult any labor organization in the transaction of its business. This was a position the firm had a legal right to take, if they judged it expedient to do so; and as there did not appear to be any controversy or difference between the firm and those actually in their employ, the board did not think it would be justified, under the circumstances, in proceeding further with the case.

ROBESON MILLS—FALL RIVER.

Having learned of a strike of the spinners employed in the Robeson Mills of Fall River, the board on November 23 proceeded to that city, saw both parties, and made arrangements for a conference of the parties in the presence of the board. This took place on the 28th, a committee of the Manufacturers' Board of Trade acting for the Robeson Mills, and a committee of the Mule-spinners' Association representing the interests of the employees.

It clearly appeared, that, on Jan. 27, 1888, an agreement touching the wages of spinners in the several mills was entered into and signed for the Board of Trade by its president and by a committee of the Spinners' Association. This agreement was by its terms to take effect Feb. 13, 1888, and established a basis for a price-list for spinning in the mills represented by the Board of Trade; that is, all the mills in the city except two,—the Davol and the Pocasset. Subsequent interviews and correspondence resulted in a price-list printed and issued by the Board of Trade, and dated Aug. 20, 1888, which it was agreed had been framed according to the terms of the written agreement, with some modifications subsequently made at the request of the spinners. This price-list provided for two scales for mules of 1,151 spindles and up-

wards, and another and higher scale for mules of 1,150 spindles and under. It appeared that the mules in the Robeson Mills were old, and carried 1,152 spindles to a pair of mules; but the spinners employed there received wages, prior to Sept. 1, 1888, according to the higher scale. Soon after the appearance of the printed price-list, dated Aug. 20, 1888, the treasurer of the Robeson Mills changed his pay-roll, and had the wages of his spinners reckoned according to the lower scale, as shown in the printed price-list referred to. This change was the occasion of the strike, which took place on or about Nov. 17, 1888. All the spinners, eleven in number, struck at that time, and at the time of the conference were still out. It also appeared that each of the spinners employed in the mill in question received fifty cents a week, in addition to the wages called for by the price-list. The spinners said this allowance was made in accordance with the agreement, and in consideration of the old machinery used in this mill. The management said it was a concession because of the fact that the mill came so near the dividing-line between two scales of prices. Having been fully informed by both sides as to the facts of the case, the chairman expressed the views of the board substantially as follows:—

It being clearly shown that the agreement was entered into and signed, and was admitted to be binding upon both parties to this dispute, the agreement ought to be respected and conformed to, although the practical application of it might, in some instances, be disappointing. The fact that the application of it to the Robeson Mills resulted in lowering the wages from the former standard, ought not of itself to be considered a reason for refusing to conform to the terms of the agreement, if the other party to the contract—that is, the mill—insisted upon its rights.

The mill insisting that the terms of contract should be adhered to, the board further expressed the opinion that it would be best for the spinners to return to work; and, if the existing arrangements should be deemed by them or their association unjust to the wage-earner, notice might be given, under the terms of the written agreement, to the effect that the spinners desire a termination of the present arrangement, but are willing to confer with the Board of Trade for the purpose of agreeing upon a schedule that will in its practical workings be more satisfactory to the spinners.

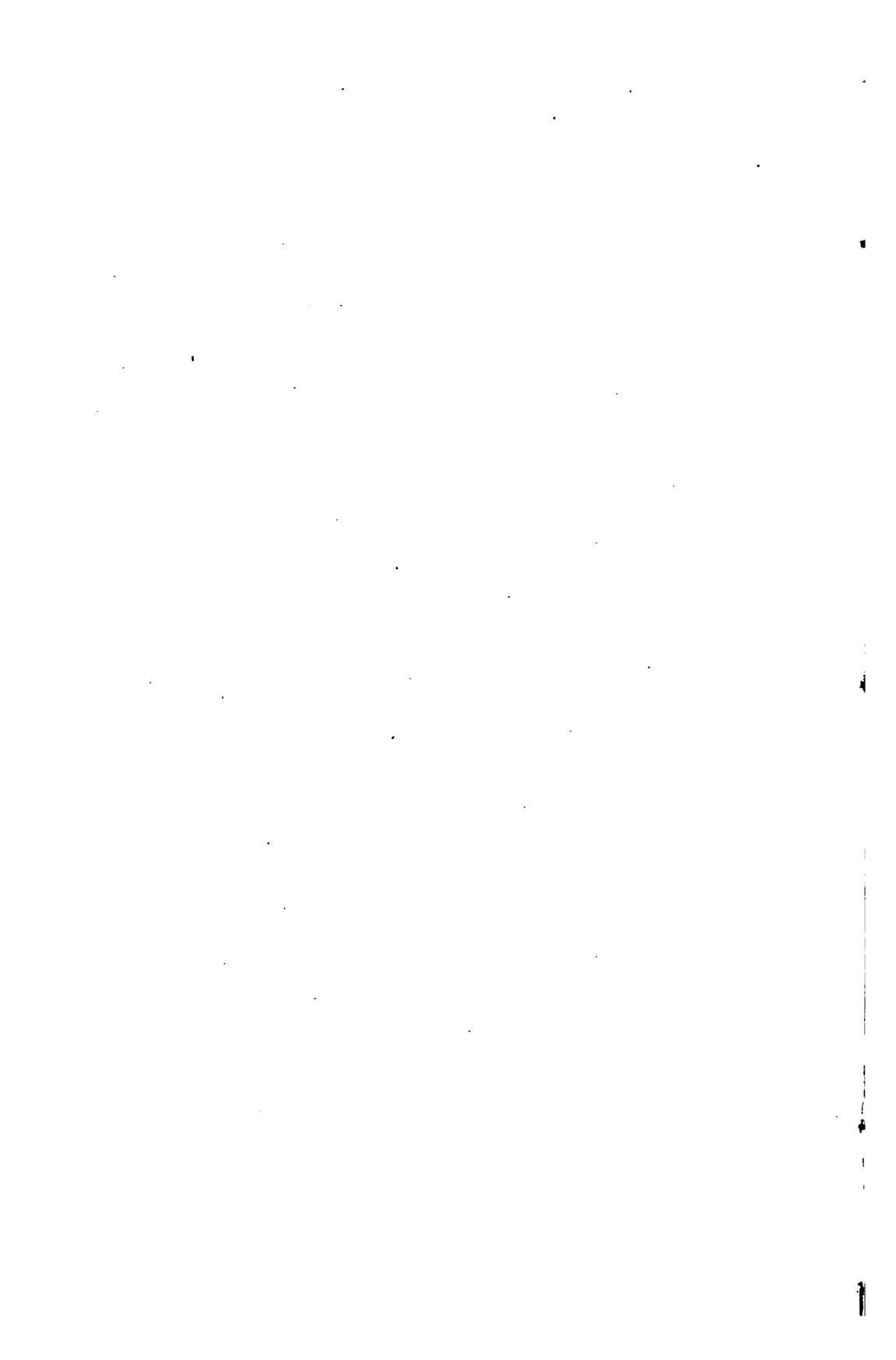
After this expression of its views, the board withdrew, leaving the two committees together. Shortly after this interview, notice was given by the Spinners' Association of its desire to terminate the existing agreement; but the striking spinners did not return to the Robeson Mills, as recommended by the board. Negotiations have since been carried on by the parties at some length, with a view to arranging a new price-list for spinning that will be more just in its application to the several mills in Fall River.

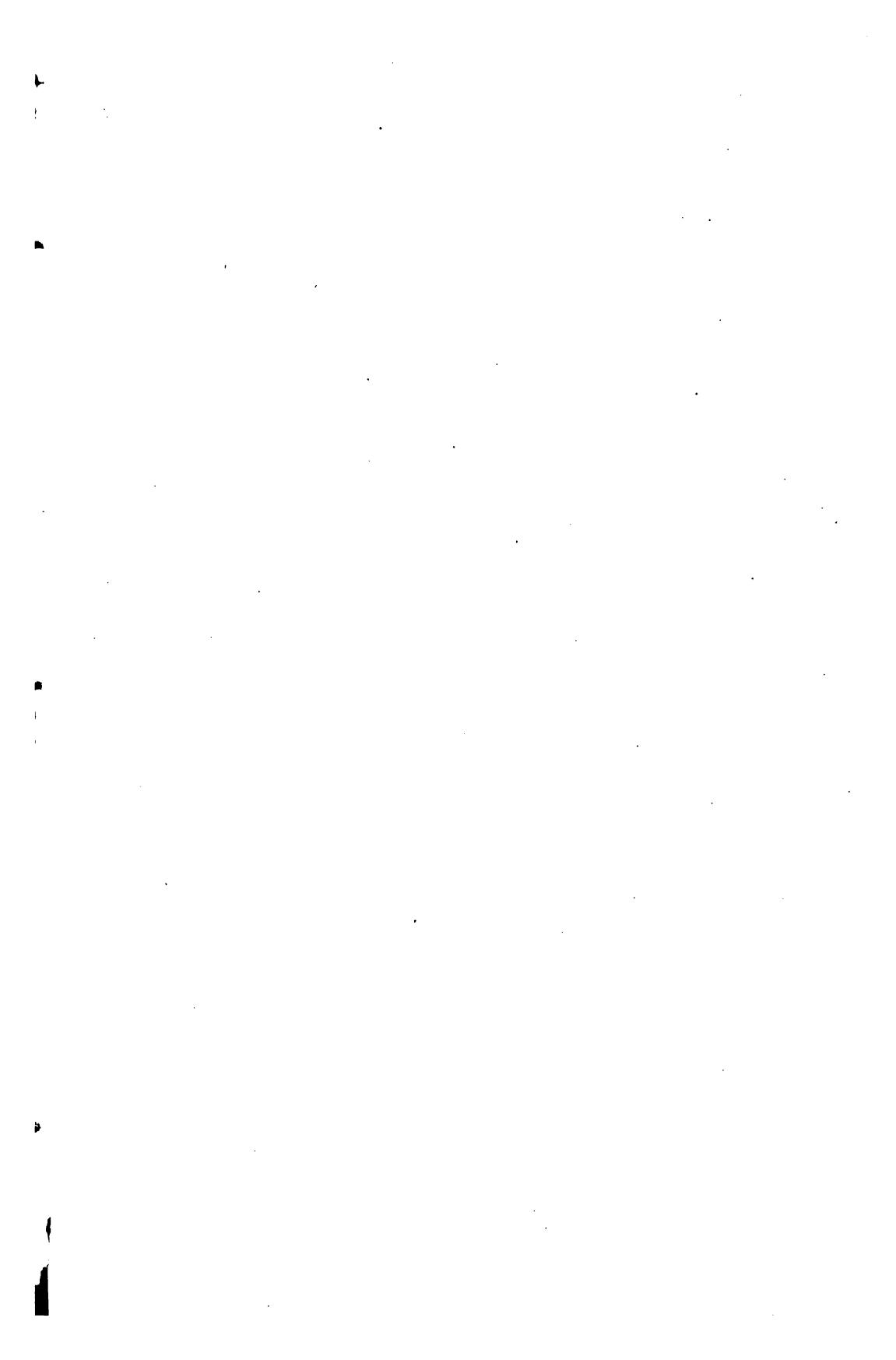
WAMSUTTA MILLS — NEW BEDFORD.

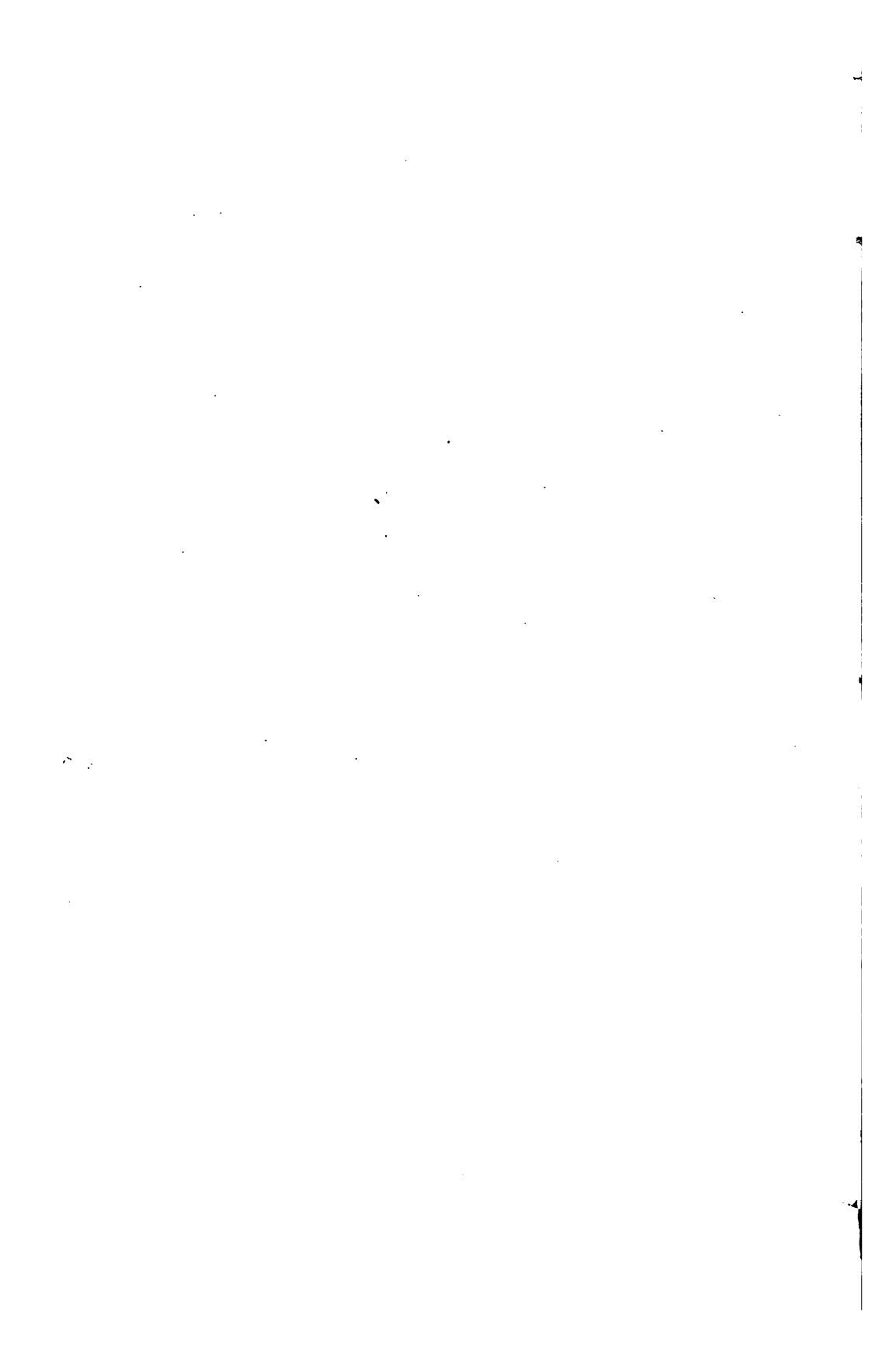
On November 19 a strike occurred on the part of the wide-loom weavers employed in the Wamsutta Mills of New Bedford, and on December 5 the board visited that city for purposes of inquiry. An arrangement was made for a conference of the weavers with the agent of the mills, and on the 7th the parties met in the presence of the board. After a full discussion, it appeared that the difficulty arose primarily from a change in assigning fines for imperfect work. The agent complained, that, in the

room which had been occupied by the strikers, the imperfections had increased to such an extent that it had become necessary to increase the fines, in order to make the workmen more careful. The employees attributed the increase in the number of black marks to the bad filling; but it did not appear that the filling was any worse at the time of the strike than it had been for six months previously. After some misunderstandings had been satisfactorily cleared up, a proposition was made and accepted, that the weavers return to work on the following Monday, with the understanding that thereafter the fine for the first black mark should be fifty cents, and one dollar for a second consecutive imperfect cut on the same loom,—no fines to be imposed in any case except for faults fairly chargeable to the workman.

Work was resumed on the appointed day, according to the arrangement thus made and agreed upon.







ANNUAL REPORT

OF THE

State Board of Arbitration

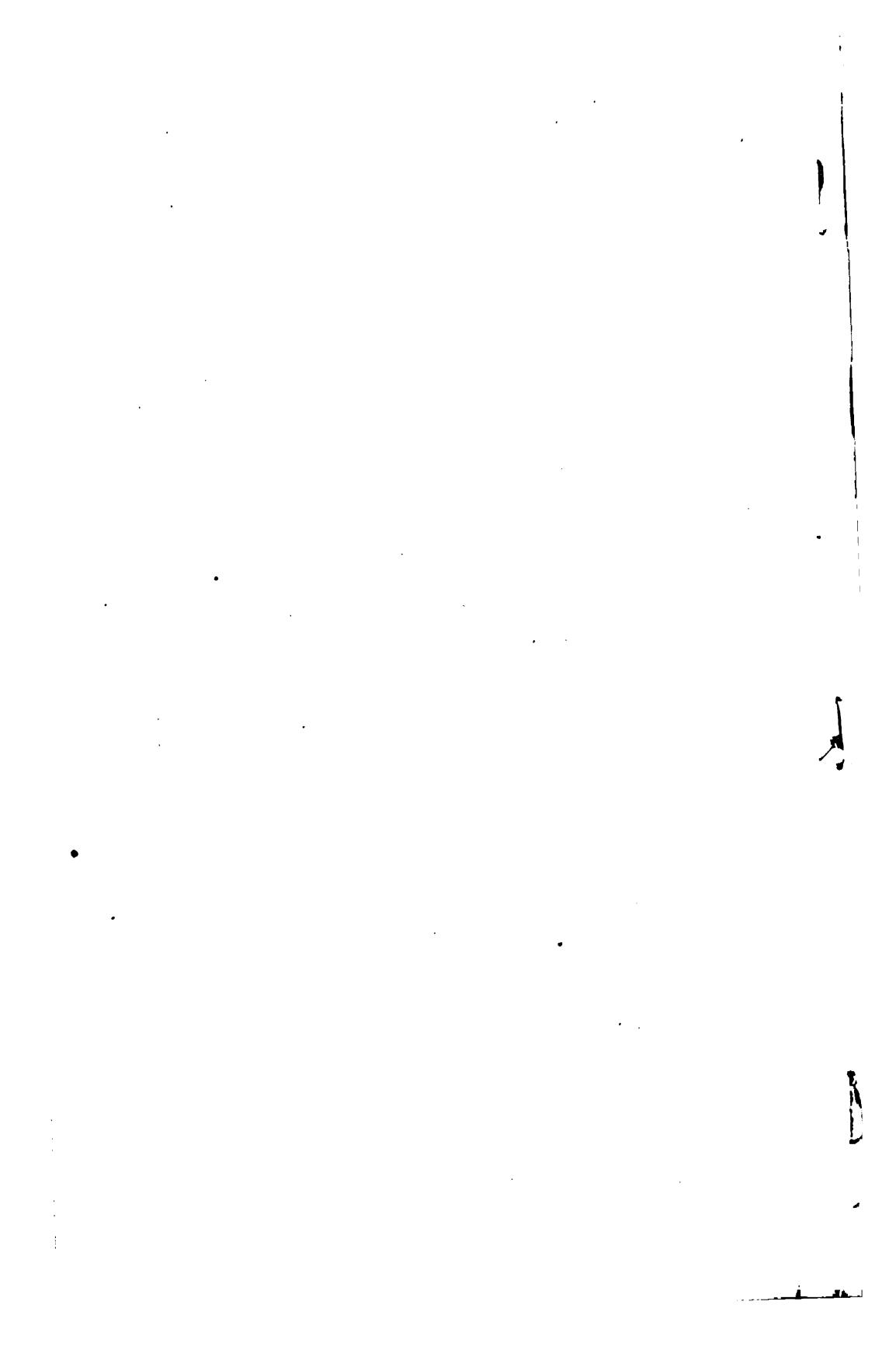
FOR THE YEAR 1889.

BOSTON:

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1890.



Commonwealth of Massachusetts.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Jan. 31, 1890.

Hon. WILLIAM E. BARRETT,
Speaker of the House of Representatives.

SIR: — We have the honor to present herewith the Fourth Annual Report of this Board, for the year ending Dec. 31, 1889.

Very respectfully,

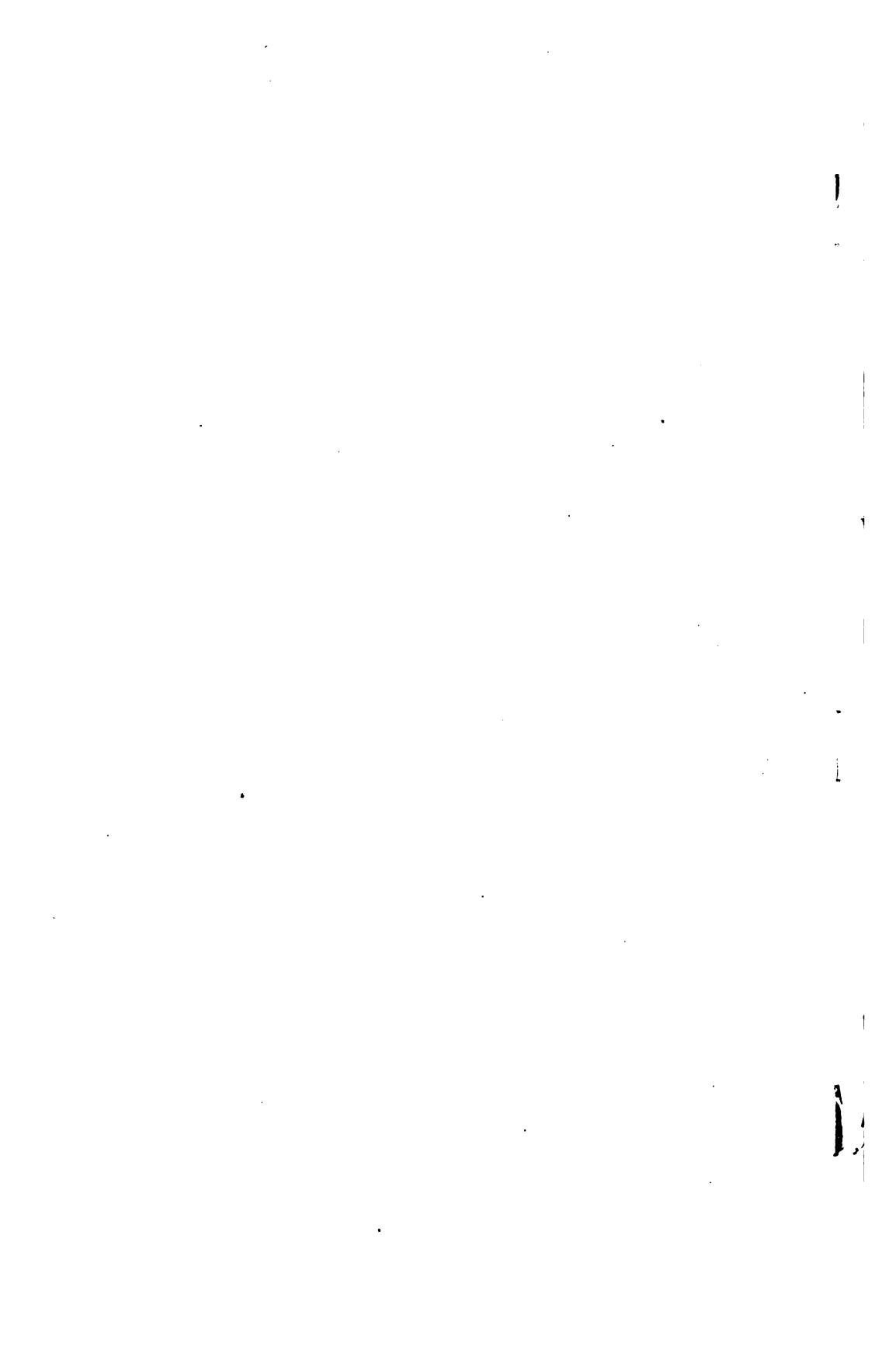
CHARLES H. WALCOTT,
RICHARD P. BARRY,
EZRA DAVOL,

State Board of Arbitration.



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FOURTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

The greater part of the Board's work in the year 1889 has been performed in the capacity of mediator and conciliator, — in bringing together employers and employed, who for the time being were estranged and suspicious of each other. Through conference and calm discussion the way has in many instances been successfully marked out to an amicable adjustment of differences, on a basis reasonably satisfactory to the parties concerned; sometimes on terms suggested by the Board, or, it might be, by mutual concessions known only to the parties most nearly concerned. The usefulness of a permanent State Board as a medium of communication between the parties, under such circumstances, has frequently been demonstrated in the most practical manner; and in the progress of events the efficiency of the Board will naturally increase with the added experience of its members, and as employers and wage-earners throughout the State become better acquainted with its methods and purposes.

With the exception of the weavers' strike in Fall River and the shoemakers' controversies at North Adams, there have been comparatively few labor difficulties of sufficient magnitude to attract the attention of the public. This gratifying fact is due to a variety of causes, among which may be mentioned the following. Both employers and employees have been more reasonable in framing their demands, and, what is quite as important, have adopted more conciliatory

methods in their dealings with each other. The lessons learned in the past from the sad consequences of strikes and lock-outs have not been without their effect; both employers and the representatives of labor having become more cautious and less aggressive. For this distinct gain much is due to the intelligence and good sense of our industrial population, as well as to an enlightened public sentiment; but we are convinced that the influence of this Board has also contributed very considerably to the result. Whenever the methods of arbitration and conciliation have been given an opportunity to assert themselves through the medium of this Board, the effects have in every case been salutary and encouraging. When, on the other hand, one or both of the parties to a controversy have preferred to continue the strife, rather than seek to obtain a settlement in the manner contemplated by the law of the State, the practical value of the conciliatory method has been amply demonstrated by the disastrous results which followed the adoption of a different course of proceeding. In one case only during the year has the decision of the Board been rejected by those who had joined in the proceeding, and thereby made themselves parties to it. In this instance the work of the Board withstood the assault upon it, and is still in force. In every other instance the suggestions of the Board, made with full knowledge of the facts, have been cheerfully complied with.

It may not be amiss to direct attention to the provision of the law which requires that, whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out, such as is described in the statute, is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the State Board of the facts. A notice of this kind from the municipal authorities affords the State Board the best introduction to the parties engaged in a strike or lock-

out, and is often of great assistance in effecting a settlement. It is therefore hoped that, in the future, mayors and selectmen will act in such cases with more promptness than has hitherto been displayed.

The practical effects of arbitration and conciliation were well illustrated in England, on the occasion of the great strike of the London dock laborers. After that controversy had been settled through the interposition of men of high position and established reputation, the council of the London Chamber of Commerce appointed a committee to consider the subject of conciliation in the settlement of labor disputes. S. B. Boulton, Esq., was chairman of this committee, which, after much consideration, submitted to the council a very interesting report, which was adopted on Dec. 12, 1889. The recommendations of the committee are given in full, not only because of the valuable suggestions contained in them, but as a recent utterance of some of the wisest and best men of a kindred nation, commanding the policy which has been sanctioned by law and successfully practised in this Commonwealth, in the treatment of disputes between employers and employed.

LABOR CONCILIATION COMMITTEE.

PROPOSED RECOMMENDATIONS TO THE COUNCIL.

It is advisable that the intentions of the Chamber relative to the settlement of future labor disputes should be made public through the medium of the press and by public meeting, and that the co-operation of employers of labor and of trades unions and other representative bodies of the working classes should be earnestly solicited. It is inevitable that from time to time readjustments of the rates of labor should take place, in sympathy with the fluctuating conditions of commerce and manufactures; and the London Chamber of Commerce fully recognizes the moral, as well as the legal, right of both employers and employed to combine for the

purpose of protecting their respective interests. But the Chamber, in the interests of both classes, is most anxiously desirous that such adjustments should be brought about by amicable methods, and without the wasteful and calamitous occurrence of strikes and lock-outs, which in the case of the port of London have been proved by sad experience to cause a diminution in the volume of trade, upon the continuance and increase of which the toiling masses of this metropolis depend for their daily bread.

The committee recommends: That a permanent committee, representative of both capital and labor, be appointed to deal with questions arising out of labor disputes in the port of London and in the metropolitan district; that this committee shall be composed of members of the council of this Chamber, and of gentlemen not being members of the Chamber, but who may appear to possess such influence, authority or experience as may be useful in promoting the settlement of such disputes; that, when it shall be brought to the knowledge of the committee that a dispute as to the remuneration or other conditions of labor has arisen, or is likely to arise, the committee shall deliberate as to whether the said dispute is of sufficient importance to justify their intervention in the interest of the commerce or the manufactures of London. In the event of their decision being in the affirmative, they shall be empowered, on behalf of the Chamber, — and that either upon their own initiative or at the request of one or both of the parties concerned, — to endeavor to promote a just, fair and reasonable settlement; and that, as a general rule, the following course of procedure is recommended: —

(a) That they shall in the first instance invite both parties to the dispute to a friendly conference with each other, offering the rooms of the Chamber of Commerce as a convenient place of meeting. Members of the committee can be present at this conference, or otherwise, at the pleasure of the disputants.

(b) That, in the event of the disputants not being able to arrive at a settlement between themselves, they shall be invited to lay their respective cases before the committee, with a view to receiving their advice, mediation or assistance; or, should the disputants

prefer it, the committee would assist them in selecting arbitrators, to whom the questions at issue might be submitted for decision.

(c) That the utmost efforts of the committee shall in the meantime, and in all cases, be exerted to prevent, if possible, the occurrence or continuance of a strike or lock-out, until after all attempts at conciliation shall have been exhausted.

That the committee shall endeavor to promote the formation of councils of conciliation amongst the various trades of London, to be composed of employers and workmen; and it is suggested that such councils, if formed, might be affiliated to the London Chamber of Commerce.

The law of Massachusetts, concerning arbitration and conciliation, is given below, being chapter 263 of the Acts of 1886, entitled, "An Act to provide for a State Board of Arbitration for the settlement of differences between employers and their employees," as amended by chapter 269 of the Acts of 1887, and chapter 261 of the Acts of 1888.

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a State board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however,* that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed;

and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement

of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon ; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order ; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

SECT. 5. Upon the receipt of such application and after such notice the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

SECT. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the

same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board ; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service ; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth ; and both before and after said date they shall be allowed their necessary travelling and other expenses, which shall be paid out of the treasury of the Commonwealth.

It is proper to mention, in this report, that on March 14,

1889, Hon. Weston Lewis, who had been chairman of the Board from the time of its establishment, resigned his position as a member of the Board, by reason of the increased demands of private business. Hon. Ezra Davol was appointed to be a member of the Board, in place of Mr. Lewis, and the Board was organized by the choice of Mr. Walcott as chairman.

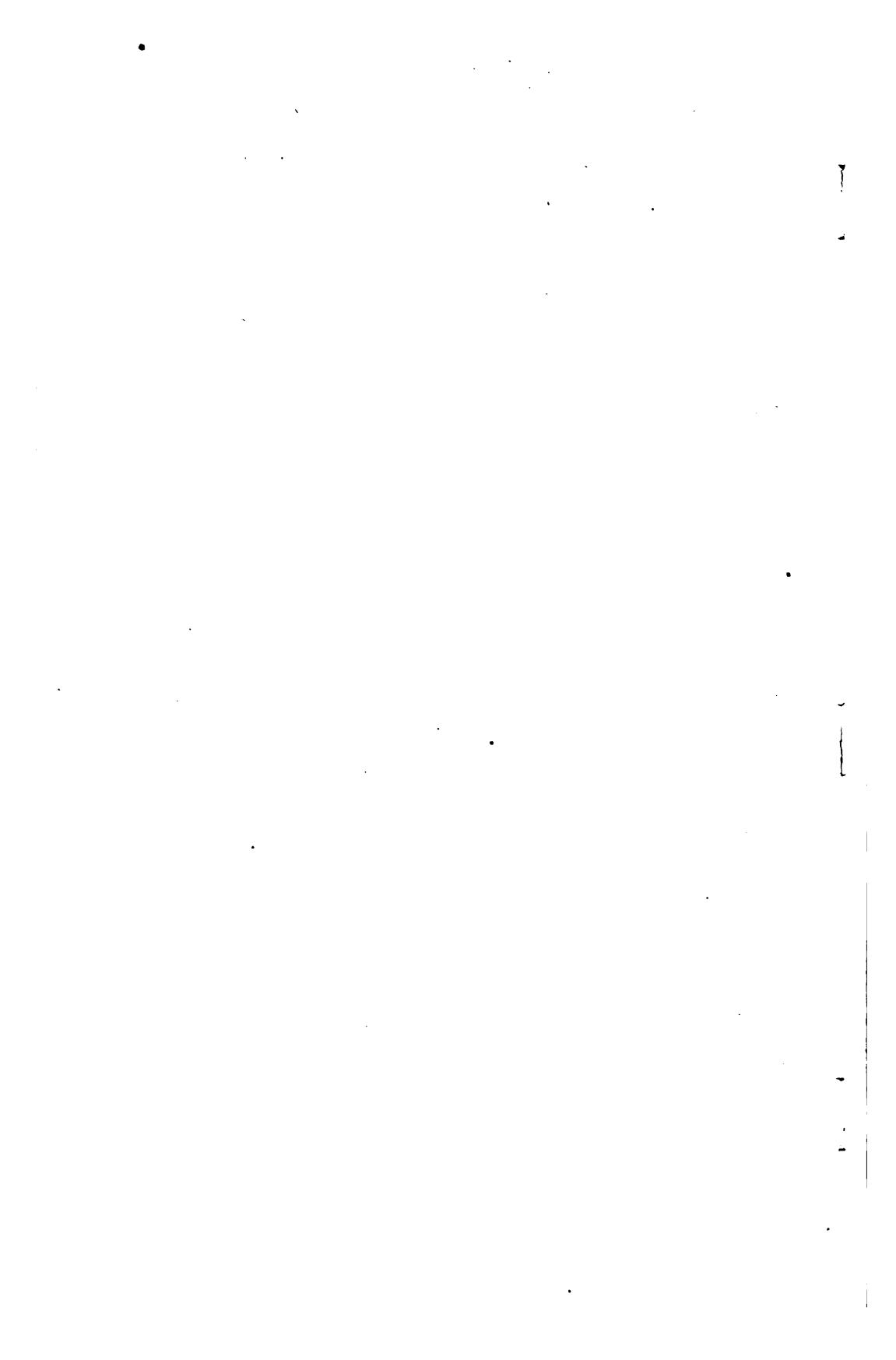
It is estimated that the yearly earnings of the operatives directly involved in the controversies dealt with by the Board were \$3,684,000; and the total yearly earnings in all departments of the factories involved amount to \$10,162,000.

FINANCIAL STATEMENT.

Travelling expenses,	795 26
Stenographer, .	64 50
Expert assistance, .	343 37
Printing, .	106 45
Telephone, .	120 00
Postage, stationery and sundry office expenses, .	103 80
 Total expenses, .	 \$1,533 38
 Salaries of members of the Board, .	 \$6,000 00
Salary of clerk, .	900 00
	6,900 00
 Total salaries and expenses, .	 \$8,433 38
 Appropriations, 1889, .	 \$9,000 00
Estimate for 1890, .	9,000 00

In the subsequent pages will be found reports of the more important cases in which the Board has acted in the year 1889. It should, however, be added that the influence of the Board has been felt in many other cases, but a detailed statement of them, it is thought, would not serve any public purpose.

REPORTS OF CASES.



BURRELL, HOUGHTON & Co. — ROCKLAND.

DECISION.

In the Matter of the Joint Applications of Burrell, Houghton & Co., of Rockland, and their Employees in the Stitching and Bottoming Departments.

PETITIONS FILED DECEMBER 27 AND 29.

HEARING, JANUARY 3.

The first application touching the matters involved in this case was presented by the agents of the stitchers, and complained that the firm had recently notified the stitchers in their employ, that, on and after Dec. 31, 1888, the wages for stitching would be reduced in their factory. Upon receipt of notice from the Board that the employees had presented an application, the firm, after taking time for consideration, joined in the application, upon the condition, which was agreed to, "that the prices determined by the Board shall take effect from Dec. 31, 1888." At the same time the firm presented an application, in which they complained that the prices paid by them for trimming heels and edges, setting edges and levelling, were higher than the wages paid by their competitors, and asked for a reduction. The employees in these departments promptly joined in the application made by the firm, and both cases have been heard together. In both cases the firm desires that a reduction be made from the prices paid just prior to Dec. 31, 1888. Both sides have agreed to leave it to the Board to decide, after a fair comparison of the shop in question with competing shops, whether there ought to be any reduction; and, if any reduction ought to be made, the Board is to say what it shall be.

Inquiry into the wages paid and methods of doing the work in other factories in Massachusetts has shown great inequality in the wages paid in different places for precisely the same work. This has made it particularly difficult for the Board to fix upon prices that shall be fair to employer and employees in the shop in question. It cannot be too carefully borne in mind that the price-list here reported by the Board for the shop of Burrell, Houghton & Co. is not recommended as a whole for application to any other factory. Some of the items were agreed upon by the parties, and, for convenience merely, have been included by the Board in its decision. In deciding upon other items, the Board has necessarily been limited by the statements of the parties to this proceeding. Consequently, although it is hoped that the results of the Board's investigation will be serviceable to other employers and employees, should the occasion arise, yet it is apprehended that an arbitrary attempt on the part of other employers or employees to establish the Board's price-list in any other shop, without a full knowledge and proper consideration of the circumstances in that case compared with this, would be likely to work injustice.

The following prices are recommended for the stitching and bottoming departments of the factory of Burrell, Houghton & Co., of Rockland, to take effect from Dec. 31, 1888. It is also recommended that the employees be paid up in full to the last pay day, according to the list here submitted : —

CONGRESS.

	24 pairs.
1 Seaming gore and linings and outsides together,	\$0 30
2 Seaming top gore and lining (with top-stay),	40
3 Pasting toe-tips,	03
4 Pasting plain congress, fronts crimped or not crimped ; gores, linings and outsides seamed together ; straps not papered,	30

		24 pairs.
5	Pasting balmoral congress,	\$0 58
6	Pasting congress, with top-stay; gores, linings and outsides seamed together; straps papered,	50
7	Pasting congress, royal,	80
8	Stitching No. 1 calf gores with cotton, 14 stitches to the inch, after gore, lining and outsides are seamed together,	22
9	Stitching No. 2 calf, buff, veal and slum, with cotton, 12 stitches to the inch, after gore, lining and outsides are seamed together,	18
10	Seaming back top-seams, Singer machine,	07
11	Seaming back top-seams, Singer machine, linings turned back,	07
12	Seaming vamp or foxing heel-seams, Singer machine,	05
13	Seaming whole heel-seams, Singer machine,	12
14	Stitching toe-tips two rows straight, 14 stitches to the inch,	07
15	Staying vamp or foxings before vamping, Singer machine,	06
16	Staying vamp or foxings, after vamping, Singer machine,	12
17	Heel-strap, double row, National wax-thread machine,	11
18	Heel-strap, Manning machine, cotton,	18

BALMORALS.

19	Folding tops, Lufkin folder,	11
20	Folding tops, Rockland grade,	20
21	Pasting new lining and papering straps, folding lining under eyelet-stay,	30
22	Pasting new lining straps not papered, folding lining under eyelet-stay,	28
23	Pasting new lining flat, folding lining under eyelet-stay, . .	26
24	Bracing vamp, or pasting brace on vamp,	03
25	Seaming back top-seam, Singer machine,	07
26	Seaming whole heel-seam, Singer machine,	12
27	Staying back-seam, Rockland grade, 22 to 25 stitches to the inch, made lining, Singer machine,	15
28	Staying back top-seams, all kinds, 18 stitches to the inch, made lining, Singer machine,	12
29	Stitching linings, plain, Singer machine,	08
30	Making linings, with back-stay and top-stay, curved, Singer machine,	30
31	Making linings, with back-stay and eyelet-row stay, Singer machine,	30

		24 pairs.
32	Making linings, with back-stay and eyelet-row stay and top-stay, Singer machine,	\$0 30
33	Making linings, zigzag stitching on bottom of top-stay, Singer machine,	30
34	Seaming linings on top, Singer machine,	13
35	Seaming linings on top, without top-stays, strap held in, Singer machine,	13
36	Stitching top, 1st row, Barber under-trimmer, Singer machine,	16
37	Stitching top, 1st row, without trimmer,	11
38	Stitching top, 1st row, Rockland grade, Barber under-trimmer, Singer machine,	23
39	Stitching top, 1st row, Rockland grade, without trimmer, Singer machine,	18
40	Stitching top, 2d row, plain, with tongue, Singer machine,	14
41	Stitching top, 2d row, anchor, with tongue, Singer machine,	20
42	Stitching top, 2d row, scallop anchor, with tongue, Singer machine,	40
43	Stitching top, 2d row, saw-tooth, with tongue, Singer machine,	40
44	Seaming vamp or foxing heel-seam, Singer machine,	05
45	Staying vamp or foxing heel-seam, before vamping, Singer machine,	06
46	Staying vamp or foxing heel-seam, after vamping, Singer machine,	12

MALAKOFF OR BROGAN.

47	Heel-seams, lining and outside, Singer machine,	14
48	Vamp lining seam, Singer machine,	04
49	Vamp tip, Singer machine,	08
50	Quarter top, not trimmed, Singer machine,	18
51	Barring, National machine, waxed thread,	25

BUTTON BOOTS.

52	Folding tops, straight folder,	07
53	Pasting, plain, straps not papered,	22
54	Pasting, Rockland grade, straps not papered,	24
55	Folding button-pieces, Lufkin folder,	08
56	Seaming top and lining together, Singer machine,	09
57	Seaming back top-seams, Singer machine,	07

		24 pairs.
58	Seaming whole heel-seam, Singer machine,	\$0 12
59	Staying all back top-seams, made lining, Singer machine,	12
60	Seaming on button-pieces, Singer machine,	10
61	Staying front seam, button-piece lining used as stay, Singer machine,	14
62	Stitching top with Barber under-trimmer, Singer machine,	15
63	Stitching top without trimmer, Singer machine,	12
64	Buttoning, Standard machine,	12
65	Stitching button-holes with cord, Singer machine,	20
66	Seaming lining and outside together, Singer machine,	12
67	Seaming lining and outside together, with strap, Singer machine,	14
68	Making linings, with top-stay, Singer machine,	25
69	Making linings, without top-stay, Singer machine,	12

SOUTHERN TIE.

70	Folding front, Lufkin folder,	08
71	Folding quarter, Lufkin folder,	12
72	Pasting quarter and quarter lining together, and tip and top on vamp lining, and folding strap,	20
73	Stitching top or quarter, Barber under-trimmer, Singer machine,	20
74	Front tip, Barber under-trimmer, Singer machine,	12
75	Making front lining, Singer machine,	10
76	Seaming back lining, Singer machine,	06
77	Seaming vamp heel-seam, Singer machine,	05
78	Staying vamp heel-seam, Singer machine,	06
79	Staying back seam of quarter,	15
80	Vamping on cylinder machine, 18 stitches to the inch, Singer machine,	80

STRAP SHOE.

81	Pasting quarter and quarter lining together, and tip and vamp on vamp lining, and heel-piece on quarter lining,	16
82	Piping quarter, piping held in, Singer machine,	30
83	Piping vamp tip, Singer machine,	14
84	Barring, straight, without brace, Singer machine,	26
85	Stitching quarter lining, heel-piece on quarter lining, Singer machine,	05

86	Stitching vamp tip, Singer machine,	24 pairs.
87	Stitching horseshoe facing, Singer machine,	\$0 12

04

SEAMLESS OXFORD.

88	Pasting front, and vamp lining on quarter lining,	08
89	Piping top, Singer machine,	30
90	Stitching eyelet-row, with tongue, Singer machine,	18
91	Vamping, flat, 18 stitches to the inch, Singer machine,	50
92	Seaming heel-seams, Singer machine,	08
93	Staying heel-seams, Singer machine,	09
94	Stitching heel lining on quarter lining after shoe is fitted, cylinder machine,	20
95	Stitching vamp lining on quarter lining,	08

CALF OXFORD.

96	Pasting heel-piece on quarter lining, and quarter and quarter lining together,	16
97	Piping quarter, Singer machine,	30
98	Seaming heel-seams, folded, Singer machine,	08
99	Staying heel-seams, Singer machine,	06
100	Vamping, half-vamp, 18 stitches to the inch, Singer machine,	30
101	Stitching linings, heel and vamp lining on quarter lining,	14
102	Stitching eyelet-row, with tongue,	17

VAMPING.

103	18 stitches to the inch, Singer cylinder machine,	75
104	18 stitches to the inch, foxings and vamp, flat, barred, dry thread,	40
105	18 stitches to the inch, seamless, flat,	40
106	18 stitches to the inch, saw-tooth, extra,	30
107	13 stitches to the inch, saw-tooth, extra,	30
108	13 stitches to the inch, seamless, flat,	36
109	13 stitches to the inch, foxings and vamp, flat, barred, dry thread,	40
110	13 stitches to the inch, buff, veal and No. 2 calf, seamless, Singer cylinder machine,	60
111	13 stitches to the inch, buff, veal and No. 2 calf, flat,	36
112	Three-cord tip, straight,	35
113	Two-cord tip, straight,	25

		24 pairs.
114	Clover tip,	\$0 35
115	Bracing vamp on heel-seam, one row, National machine, .	09

BOTTOMING.

116	Trimming heels, Busell machine,	12
117	Trimming edges, not randing out, Busell machine, . . .	24
118	Setting edges, Cortell machine, set once,	24
119	Setting edges, Cortell machine, set twice,	40
120	Levelling bottoms, Day-sewed, Swain & Fuller machine, .	56
121	Levelling bottoms, hand-welt, Swain & Fuller machine, . .	46
122	Levelling bottoms, regular machine-sewed,	22

No welts or trimmer used in any of the seams.

Result. — The decision was accepted and acted upon by all parties interested.

EDWARD L. SHAW & CO. — WOBURN.

In December, 1888, a strike occurred on the part of men employed as snuffers in the tannery of Edward L. Shaw & Co., leather manufacturers at Woburn. The occasion of the strike was a reduction of wages in this and other establishments in Woburn, engaged in the operations of tanning and currying. Upwards of two thousand men were employed as tanners and curriers in Woburn, and all were more or less excited by what they considered an unfair and unnecessary reduction of their earnings. Mass meetings were held, and a general strike was apprehended. Under these circumstances the Board deemed it best to interpose, and on December 31 received a letter from the workmen, inviting the Board to take up the matter and endeavor to effect a settlement. At that time no strike had occurred, except in the Shaw tannery, and to this the Board directed its efforts.

At the rooms of the Board a member of the firm of Edward L. Shaw & Co. met a committee of the disaffected employees, and all the points involved in the controversy were fully and

courteously discussed. It appeared that the foreman was unwilling to treat with the men in relation to the particular matters complained of, for the reason that he feared that other demands would be made, that the strike would extend to the rest of the factory, and there would be nothing gained by a settlement of the particular grievances now complained of. After the subject had been fully discussed, the Board advised the employees to return, and to assure the foreman, so far as it was in their power to do so, that the strike would not extend into other departments of the tannery, and then to reopen the subject of the grievances of the snuffers. This was done, and a temporary arrangement was agreed upon, with a view to ascertaining the amount of earnings that a man might fairly expect to receive under the new prices. Finally, on January 12, the difficulty was satisfactorily adjusted, without further disturbance to the business interests of the city.

C. GROCE & SONS—NORWELL.

On January 3, at Rockland, the Board, while engaged in the hearing of a case, was called upon by a committee of workmen lately in the employ of C. Groce & Sons, shoe manufacturers of Norwell, who reported that the stitchers employed in that factory had struck against a reduction of their wages, and desired the advice of the Board. They were advised to return to work, state their grievances to their employer, and, if unable to arrive at an agreement, to propose a settlement through arbitration. Accordingly, all returned to work; but there appears to have been some misunderstanding about the wages to be received, and subsequently a few of the workmen, being still dissatisfied, left their work and did not return. The Board received no communication concerning the matter from either side, after

the first interview with the workmen at Rockland, and the difficulty was practically settled two days afterwards.

LORD & GERRY — LYNN.

Notice in writing was received, on January 22, from Lord & Gerry, of Lynn, whose business was stitching boots and shoes, that a strike had occurred in their stitching room, involving substantially all their employees, about fifty in number. The difference was about prices to be paid for making linings. The firm contended that the prices then paid were higher than were paid for the same quality and grade of work in other stitching shops in Lynn, and sought to establish a lower scale for this part of their work. The employees refused to agree to any reduction, and the strike followed.

Through the voluntary intercession of this Board, the firm met the representatives of the employees in the presence of the Board, and a list of prices was then and there fixed and agreed to, upon which work was at once resumed.

A. M. HERROD & Co. — BROCKTON.

An application was received, on January 31, from A. M. Herrod & Co., shoe manufacturers, of Brockton, notifying the Board that there was a difference of opinion between the firm and the Lasters' Union of that city, concerning wages of lasters. The petition alleged that most of the lasting in the factory in question was done on the Standard String Lasting Machine; "that the prices demanded by the employer for lasting all grades of work by said machine are the same as the prices paid in other factories in Brockton for doing the same work by hand; that said prices are too high, and ought to be reduced."

The officers of the Lasters' Union in Brockton were notified of the filing of this application, and a copy of it was sent to the secretary, with the request that they would notify the Board of whatever action might be determined upon, in behalf of the employees interested. A letter dated February 5 was received from the secretary of the union, enclosing a copy of the following vote: —

Voted, That the secretary inform the State Board that, as Mr. Herrod asked for a reduction of one cent per pair, and as he is only paying the standard price, we must respectfully decline to join in the application to arbitrate on a reduction of wages, as it is worth as much to last shoes on those machines as by hand; and by investigation we find that men who operate those machines do not make any higher wages than hand lasters on the same grade of work in other factories.

The union having thus expressed its unwillingness to submit to a decision by which its members would be bound, the Board, acting on the employer's petition, proceeded to investigate the case in its own way; and on Feb. 18, 1889, the following letter was sent, which sufficiently expresses the conclusions of the Board, so far as any definite results were arrived at: —

To A. M. HERROD & Co., Brockton, and E. J. BRADY, representing Employees.

GENTLEMEN: — Having conferred with you at length concerning the matter of the application made by A. M. Herrod & Co., the Board has ascertained that the employer desires: 1. For lasting on the Standard machine the best grade of work in their factory, the same prices as are paid by W. L. Douglas in Brockton for similar work done on the same machine and in the same manner, the prices paid in said Douglas's factory having been agreed to by the Lasters' Union; 2. For lasting on the same machine, cheap calf and dongola shoes, sold for \$1.35 and \$1.37½ per pair, the same prices as are paid by Emerson, Weeks & Co. in Brockton for lasting shoes of the same quality and grade by hand.

The chief question, and a very important one, raised by the application in this case, is on the comparative merits of hand work and machine work in lasting. The lasters employed in the shop in question, and most directly interested in this case, have declined to join in the application; and the employer desires that the Board will proceed to make such investigation as may appear necessary, and report under the law such recommendations as shall be found just, and applicable to the circumstances of the case. It appears, however, that the machine used in the factory of A. M. Herrod & Co. is used in two other factories only, in Brockton; and, since it has been in use only a short time, its capacity may not yet have been fully demonstrated.

In view of all the facts thus far ascertained, and especially of the fact that the Lasters' Union has already agreed to machine prices in the Douglas factory, we are clearly of the opinion that it will be greatly for the advantage of the employer and his employees in this case, if the representative of the lasters will confer with the employer once again, and if thereupon both parties can see their way, after the discussion which has already been had, to agree upon prices to be paid for machine work, even if the agreement shall be made to continue only for one season or run.

The acceptance of this suggestion would relieve the Board of the difficulty of fixing prices upon data which might not be deemed altogether satisfactory at present, and would afford further opportunity for testing the machines.

The Board will await the action of the parties upon the suggestion here made, before proceeding further.

Following the receipt of this letter, several interviews took place between the firm and the representative of the lasters, without any result. The lasters then forced the issue, and a strike followed. It was in the middle of the trade season, and the necessities of the business were such that the firm agreed to continue the prices as they were, for the ensuing six months. This result was arrived at on March 12, but it was obviously not a solution of the problems involved in the controversy.

JOHN A. FRYE—MARLBOROUGH.

The application of John A. Frye of Marlborough, shoe manufacturer, filed February 27, presented some novel questions. The petition alleged that the employer "desires to put three of his employees at work on lasting machines, but objection is made to the proposed action, and if the change should be made, as desired, he apprehends that a strike will occur in his factory."

The Board met in Marlborough and discussed the case with the employer, the representatives of the labor organizations in the town, and the three men in question. It appeared that a few weeks previously the employer was in need of a man to work one of his McKay & Copeland lasting machines, and, according to his practice, notified the secretary of the Lasters' Union of that fact; but for some reason the place was not filled, to the great annoyance of Mr. Frye. He subsequently bought another lasting machine, and proposed to transfer three men who were in his employ but had been previously engaged on another branch of work, and to set them at work lasting by the machines,—one man to fill the vacancy referred to, the other two to run the new machine. The Lasters' Union objected to this, and offered to furnish three good men from their organization. The union was also unwilling to receive the employer's men into their membership, as a means of removing the difficulty. The three men, the employment of whom was desired by the employer, were not members of the Lasters' Union, and were not willing to take the places on the machines against the objection of their fellow workmen, although they would be pleased to accommodate their employer, and would like to do the work. It appeared further that these men were members of the Knights of Labor, and that there was an agreement or understanding between the two organizations

in Marlborough, that workmen usually employed on one branch of boot and shoe work should not take work in another department, if workmen enough could be obtained who were usually employed in such other department.

After giving full consideration to the matter, and viewing it on all sides, the Board expressed to Mr. Frye its conclusions in the following letter, signed by the clerk of the Board: —

The Board, having considered the matter presented by your application, dated Feb. 27, 1889, directs me to say that, in the opinion of the Board, the difficulty lies (1) in the obligation of your three men to the organization of which they are members, and (2) in the reluctance of the Lasters' Union to receive them to membership for the purpose and under the circumstances as shown in this case.

The Board does not perceive that any difference has yet appeared *between you and your employees* which can be dealt with by the Board. Should such occasion arise, the Board will of course be ready to do all in its power to bring about a fair adjustment.

Result. — The attention of the Board was not again called to this matter, and hence it is inferred that an arrangement satisfactory to the parties was agreed upon.

STRIKE OF WEAVERS IN FALL RIVER.

The following report, issued by the Board on March 22, 1889, sufficiently sets forth the circumstances of the great strike of the weavers in Fall River, and the connection of the Board therewith down to the date of the report.

In the Matter of the Weavers of Fall River.

On March 7 a letter was received by this Board from P. J. Connolly, who styled himself secretary of the Cotton

Weavers' Protective Association of Fall River, and gave notice that the weavers of that city had decided to strike on the next Monday following for an advance of ten per cent. on their wages. The letter also craved the advice of the Board. Acting in response to this communication, and in accordance with the provisions of St. 1887, chapter 269, sect. 5, the full Board visited Fall River on the eighth instant, having previously sent a notification to P. J. Connolly, according to the address given in his letter to the Board, and another notice to the secretary of the Manufacturers' Board of Trade. A strike was threatened, and the Board was in duty bound to do what it could to avert it, and effect an amicable settlement. The Board waited for three hours at the place appointed for meeting the representatives of the weavers, but no one appeared to give the Board any information of their complaints. Search being made for the secretary of their association, the room used by the weavers as headquarters was found locked; and during four hours and a half spent by the Board in the city no one appeared to present any grievances on the part of the weavers.

At the time appointed for meeting the manufacturers, who were represented by the Board of Trade, the State Board found a committee who informed the Board of what they had heard concerning the threatened strike. They had received notice that the strike would occur on Monday, the 11th, but expressed their belief that there would not be a strike; or, at least, if any of the weavers should leave their looms at the appointed time, the number would be so small as not to cause any perceptible disturbance to the mills.

This Board was afterwards, but tardily, informed that the notices sent to the weavers' representative, of the coming of the Board, were not received by him until a day or two after the Board's visit. However this may be, the failure

of the attempt to confer with the weavers at this stage of the business is to be regretted.

On Monday, the 11th, nearly all the weavers in Fall River, about nine thousand in number, failed to appear in their customary places in the mills, and in a day or two afterwards four or five thousand other operatives were left without work by reason of the strike. In respect of the weaving departments, the mills of that city have been practically at a stand-still ever since. A few weavers remained at their looms or afterwards returned to work, but they are not in sufficient numbers to make it worth while to run the looms. The spinners and some other operatives have continued at work in most of the mills.

Besides the communication received from P. J. Connolly, already alluded to, the Board received from the mayor of Fall River, in accordance with the requirements of the statutes, a notice of the existence of the strike. Since the first notice was received, this Board, or some member of it, has been at the scene of the disturbance on six separate days, for the purpose of bringing about, by mediation, if possible, a settlement between the parties. Every attempt has been made by this Board — acting always in the name of the State, and seeking impartially to promote the welfare of employers and employed alike — to induce the parties to come to some understanding by which the operatives could be induced to resume work; but thus far all attempts have been fruitless, and, so long as the present attitude of the parties is preserved, it is not likely that resort will be had to the means provided by law for the settlement of disputes of this character.

It remains for this Board to report the present aspects of the controversy, and express the interest that the public have in it. In the performance of this delicate duty, the Board, for obvious reasons, will forbear to express any

opinions upon the reasonableness or unreasonableness of the demand which led to the strike, and will confine its remarks to what has occurred from the time when, in the discharge of its duty, the State Board first appeared upon the scene as a peace-maker.

The Board finds that for several months past the manufacturers have known that the weavers desired, and thought themselves entitled to, an increase in wages. In weaving print cloths, a six-loom weaver earns about \$6.75 per week, an eight-loom weaver about \$9.00. The Board finds, further, that, in presenting their claims to their employers, the weavers acted by their executive committee, after the manner usual with labor organizations; that their requests were in writing, and were respectful in tone; that these petitions were properly addressed to the Manufacturers' Board of Trade, which is an organization composed of treasurers, representing their respective corporations, and includes all but two of the cloth mills of Fall River. To these communications from the weavers to their employers no reply has ever been given, except through interviews with reporters for newspapers,—a means of communication not well calculated to secure a good understanding.

The position of the manufacturers, stated briefly, is this: They are fully convinced that at the time of the strike they were paying the weavers in their employ fair wages, and that in Fall River the earnings of weavers were fully equal to or greater than is received for like work in other cities of New England. They decline to consider any claim for advance, however stated, that is based upon a statement of the supposed profits of the corporations during the past year. Lastly, they are determined that they will not, either expressly or by implication, recognize the existence of any organization of the weavers.

After full consideration, the Board is of the opinion that

if, before the strike occurred, there had been some kind of a conference between the manufacturers and a committee representing the weavers, the strike might perhaps have been happily averted. At all events, there is good reason to believe that, had there been a recognition of the weavers' organization, for this purpose, at least, it would have been attended by good results; and would have tended to dissipate misunderstanding and promote good feeling between employers and employed.

It must not, however, be inferred that the action or non-action of the manufacturers in this respect is a sufficient justification of the strike. On the contrary, it is the opinion of this Board, frequently expressed in the past, that all strikes are ill-advised, and are seldom productive of anything but mischief. The weavers should have made application to this Board, according to law, while they were still at work, and having all the rights of employees. By striking they have made it difficult, perhaps impossible, for this Board, acting, as it must, according to law, to pass with effect upon any grievances they may have.

From any point of view, this state of things is to be regretted. Great mills, built and furnished with improved machinery, at enormous expense, stand idle for want of workers. No special knowledge is required to enable one to see that this is an unnatural condition, and ought not to continue. Every day of idleness entails upon the operatives a loss of wages which must be sorely felt and can never be made up.

The Board regrets that thus far there has not appeared on either side a desire to obtain a fair settlement of all matters in controversy, either with the co-operation of this Board, or by some other means. But it is fair to add that the weavers by their committee did frame a proposition, under which, if accepted by the manufacturers, they were willing

to return to work at an advance of five per cent., pending arbitration proceedings, and abide by the decision of the State Board on the whole case. This proposition was rejected by the Board of Trade, and when thereupon the manufacturers were asked by this Board to submit a proposition of their own, they declined absolutely to do so.

The Board has exhausted its powers as a mediator, but should a different disposition manifest itself at any time, on the part of the persons involved in the controversy, the Board is still in a position to be of service in effecting a settlement; and, in the opinion of the Board, nothing has yet occurred that makes it impossible to bring about such a result, to the manifest advantage of all concerned.

On March 27, the weavers, having lost all hope of success, assembled in a mass meeting, and passed a resolution that they would return to work, under protest, on the morning of the day next following, and that the matter be submitted to the State Board of Arbitration for settlement. Thus ended this strike. The question of wages has not since been settled, nor has any application been made to this Board touching it. An increase in the price of cotton cloth helped the manufacturers to recover from the loss inseparable from such a convulsion; but obviously there could not be any consolation of this kind for the operatives. Their loss can never be made up.

L. M. REYNOLDS & Co. — BROCKTON.

A strike occurred on March 15, in the factory of L. M. Reynolds & Co. of Brockton. All the lasters, thirty-four in number, were involved, and on the day next following notice was given to the Board by the firm, who complained that the lasters demanded for lasting certain kinds of shoes prices that were unreasonable, and higher than were generally prevailing in Brockton for work of the same description.

A copy of the firm's application was by order of the Board sent at once to the secretary of the Lasters' Union, in Brockton, who was the official representative of the workmen directly interested in the controversy, together with a notice that the Board would meet in Brockton on the 18th instant, for the purpose of investigating the matters complained of. But, happily, before the time appointed, the Board received a notification from the employer that a settlement had been effected, and no further action by the Board would be necessary. The men returned to work on the morning of the 18th.

RICE & HUTCHINS — MARLBOROUGH.

This case was presented to the Board under the terms of a standing agreement between the employers and employees, which provides that all differences which cannot be settled by the superintendent and the employees or their representatives shall be left to this Board for final decision. The facts appear in the decision rendered April 20, 1889, which was as follows: —

In the Matter of the Joint Application of Rice & Hutchins of Marlborough, Shoe Manufacturers, and Their Employees.

PETITION FILED APRIL 2, 1889.

HEARING APRIL 3, 16.

This case arises in one of the factories of Rice & Hutchins, situated in Marlborough, and under the direction of J. E. Curtis, superintendent. The employees engaged in stitching vamps claim an increase of wages for vamping buff, split, and No. 2 calf shoes, on the Singer cylinder machine. The Board is also requested to fix a fair price for stamping linings, whether by the dozen or by the day.

Employers and employees have joined in submitting these questions to the Board, under an agreement entered into in

writing at the time when the price-list now in force was agreed to, some four or five months ago. It was agreed that the price-list then adopted was "to continue indefinitely, unless thirty days' notice is given of an intended change. All differences which cannot be settled by the superintendent and employees or representatives shall be left to the State Board of Arbitration, their decision to be final."

The Board finds that the wages now paid in this factory for vamping were agreed to, after full discussion, by the employers and the agent of the employees; and said wages were fixed with reference to other factories in Marlborough doing work of a like grade and quality.

The price for stamping linings and vamps was fixed, by the agreement referred to, at one and one-quarter cents per dozen; but subsequently the firm elected to have this work done by the day, and fixed a price for it which is objected to on the part of the employees as insufficient.

After full consideration, and in view of the assurances made by the firm as hereinafter set forth, the Board is of the opinion that the facts of this case do not require any increase to be made in the prices agreed upon and now paid in this factory for vamping buff, split and No. 2 calf shoes on the cylinder machine.

As to the second specification of grievances, the Board recommends that, for stamping linings with size, number of case, and also, in first quality, the firm's warranty, the wages in the factory in question be fixed at one cent per dozen, or one dollar and twenty-five cents per day.

It should be added that the Board, in deciding these points, has had in mind the assurance made, at the hearing, by the representative of the firm, that further attempts should be made to cause the work to come more conveniently, and with less interruption, to the operatives. The firm also announced that hereafter the vamps would be stamped in the

cutting room ; and, therefore, the prices for stamping recommended above do not cover that part of the work.

Result. — The decision was accepted and acted upon by all parties interested.

NEW ENGLAND MILK PRODUCERS' UNION *vs.* NEW ENGLAND DAIRY ASSOCIATION.

This was a case not strictly within the lines of the statutes which define the duties of the Board, but, nevertheless, illustrates in an interesting manner the usefulness of a tribunal like this Board, as a means of settling questions arising between associations of men who seek to act together in a common business enterprise.

The New England Milk Producers' Union is composed of farmers living in the north-eastern and central portions of our State, and in the southerly part of New Hampshire, who deliver milk at the railroad stations in or near their respective farms to milk contractors or wholesale dealers, composing the New England Dairy Association. The milk is paid for at a price regulated twice a year by agreement of the parties, there being one price for winter, and another and less price for the summer months, when milk is more plentiful. The contractors practically hold themselves out as ready to receive all the milk that may be sent to them. The milk so furnished is for the Boston market, and the price in Boston is the basis of the agreement between the farmers and the contractors.

It became necessary, in April last, to establish a price for the five months beginning May 1. The difficulty in doing this arose principally from the fact that, in the corresponding months of 1888, there was much rainy weather, and the contractors had in consequence been burdened with a great surplus of milk, over and above the needs of the market.

This surplus could be disposed of only in the manufacture of butter and cheese, for which purpose milk could not be accounted worth the amount credited to the producers. The contractors contended, that, if they were obliged to take all the milk that the farmers saw fit to make and send to them, it was fair, and for the interests of all concerned, that any embarrassment caused by the surplus should be shared with them by the farmers who caused it. The producers, however, were reluctant to admit that it was necessary to count on any surplus. They received their milk money once a month, and wished to have an abiding assurance of what they could look forward to for the month's receipts.

Several meetings of persons interested were held, and much discussion was had, without agreement, except in part; until at length the two associations, representing respectively the producers and the dealers, united in a request that this Board would hear and decide the matters about which they were still at issue. The case did not, strictly speaking, present a difference arising between employers and employees, but rather a controversy between commission merchants and their consignors; but the matters involved were of general public interest, and involved a large number of producers who sent milk to the Boston market; and, the agreement to submit being purely voluntary, the Board cheerfully undertook to render such assistance as was in its power. Hearings were had, and the judgment of the Board was embodied in the following decision, rendered on May 3, 1889:—

In the Matter of the Joint Application of the New England Milk Producers' Union and the New England Dairy Association.

PETITION FILED APRIL 24, 1889.

HEARING APRIL 26, MAY 1.

The questions presented for the consideration of the Board in this case are raised by the following agreement and petition, dated April 23, 1889.

To the Honorable the State Board of Arbitration and Conciliation.

We, the undersigned, representing on the one hand the New England Milk Producers' Union, and on the other an association of milk dealers now known as the New England Dairy Association, do hereby respectfully represent, that, under favor, we have agreed, and do hereby agree, to submit to your honorable body for arbitration and adjudication certain questions of difference which have arisen between us, as follows: The Milk Producers' Union asks that the price of milk per can of eight and one-half quarts now coming to a Boston market shall be thirty-two cents in Boston. The dealers refuse to establish this price except upon the following conditions, viz.: Conditions—In case the amount of milk remaining unsold for milk purposes daily shall exceed ten per cent. of the daily receipts, said excess shall be paid for only what it is worth for butter; but they agree that no diminution of price shall reduce the average price to the farmer more than one cent per can.

In this case your honorable body is requested to decide,—

First, Whether any conditions ought to be granted by the Milk Producers' Union in establishing the price; and,

Second, If any, what conditions, how they shall be determined, and the manner of carrying out said conditions; and,

Lastly, The price of milk per can in Boston, with or without conditions of any kind, from May 1 to Oct. 1, 1889.

We, the undersigned, for ourselves and our associations, hereby agree to abide by and carry out the decision of your honorable Board, so far as our authority extends.

For the NEW ENGLAND MILK PRODUCERS' UNION,

J. D. W. FRENCH, *President.*

A. H. FITCH, *Secretary.*

For the NEW ENGLAND DAIRY ASSOCIATION,

GEO. O. WHITING, *President.*

Upon the case as presented in the foregoing agreement, and after hearing the arguments and statements of facts

submitted by the representatives of the respective parties, we decide as follows:—

First. That, from May 1, 1889, to Oct. 1, 1889, the price in Boston of milk now coming to a Boston market shall be thirty-two cents per can of eight and one-half quarts. Judging by the experience of recent years, it is very probable, to say the least, that, in three months of the period during which the price above fixed is to prevail, more milk will be received by the contractors than they will be able to dispose of in the market as milk. Undertaking, as they do, to pay for all the milk that is sent to them, the amount that will thus be thrown upon their hands is, from the nature of the business, uncertain, and cannot, under the present methods of doing the business, be ascertained in advance. In consideration of the risk assumed by the contractor in binding himself in advance to a certain price for five months, we are clearly of the opinion that the producers ought to bear an equitable share of the loss occasioned by the surplus. The main difficulty of the case is in determining the conditions and methods by which the loss on the surplus shall be apportioned between the contractors and the producers. It appears that in the past no rule has been adopted which has worked smoothly and satisfactorily to both parties. Something different is desired for the future, and several schemes have been urged on one side or the other as fair for all concerned and worthy of adoption by us. After careful consideration we decide:—

Second. In case the amount of milk received by the contractors, and not sold for use as milk, shall exceed ten per cent. of the entire receipts of the month, then, for said excess over and above the ten per cent., the contractors shall pay only what said excess is worth for butter, taking the average price of butter for the month, and reckoning twelve quarts of milk to a pound of butter. But under no

circumstances shall the price to the farmer for any month be reduced more than one cent per can.

Third. Each month the dealers shall prepare a statement in writing, showing the number of cans of milk received during the last preceding month, the number of cans sold for use as milk, and the amount of surplus, if any, and shall submit the same to a joint committee, representing the dealers and producers who are parties to these arbitration proceedings; and said committee shall have opportunity to inspect the books from which said statements are made up.

Fourth. Nothing in this decision shall be construed to prevent any producer or association of producers from making a special agreement with his or their own contractor as to the mode of handling his or their own surplus.

Result. — The decision was accepted and acted upon by all parties interested.

EDWIN S. WOODBURY — SALEM.

The Board was notified, on April 23, by E. S. Woodbury of Salem, shoe manufacturer, that a strike had occurred on the 15th of the same month, in his factory at Salem, and the cause or occasion of the strike was the fact that, two days previously thereto, he had discharged one edge-trimmer and four edge-setters, for the reason, as alleged, that there was no longer work enough for the full number of men (thirteen) who were at that time employed by him in setting and trimming edges. On the 15th the remaining edge-setters and edge-trimmers left their work, and had not since returned, giving, as a reason for their action, the discharge of their fellow workmen.

Notice was given to the workmen, through their repre-

sentatives ; and on April 29 the Board met at the city hall in Salem, and heard the parties at length on all the matters of difference between them. There was no formal submission of issues by mutual agreement. The proceeding was rather in the nature of an informal conference ; and, after much discussion, the superintendent of the employer made the representatives of the workmen the following proposition, which was framed under the advice of the Board : That the eight edge-setters and five edge-trimmers lately in his employ return at once, without prejudice, and that the case be then submitted on joint application to the State Board of Arbitration ; the Board to decide, upon all the facts, whether the discharge of one edge-trimmer and four edge-setters on April 13 was in fact made for the reason alleged, — that is, want of work for the full number employed ; and whether it was, under the circumstances of the business, a proper and justifiable discharge. And, further, if the Board should decide that the discharge was under the circumstances proper and justifiable, the men who were discharged on April 13 will discontinue work without waiting to be discharged anew.

Under these conditions the employer agreed to reinstate his former employees, pending the decision of the Board, and abide by the decision, whatever it might be.

The representatives of the workmen promised to lay the proposition before their assembly, and notify the Board of the result, this being the extent of their authority in the premises.

The proposition was subsequently accepted by the workmen, nine of whom returned to work on May 1 ; and the Board was notified of that fact by the agent of the employees. No formal application was subsequently received from either party, the employer being content to let the matter rest where it then was.

PEARSON CORDAGE COMPANY — BOSTON.

A strike occurred, on April 23, among the employees of the Pearson Cordage Company, in Boston, affecting upwards of one hundred men, women and boys. The Board interposed, and on the 26th the striking employees made written application to the Board, expressing their desire to be guided by its advice.

The strike was said to have been caused by the cruelty of the foreman, and the refusal of the company to re-instate a workman who had recently been discharged. In an interview with the employer, the Board was informed that the foreman had worked for the company for many years, and no weight was attached to the complaints made against him ; that he would be retained at all hazards, and on no consideration would the discharged man be re-employed. Confidence was expressed in the company's ability to procure all necessary help, and the opinion was expressed that the number then employed was sufficient for all the existing or prospective needs of the business.

The Board having done all in its power to effect an understanding between the parties, and deeming it inexpedient to proceed further, under the circumstances then existing, the workmen were notified of the situation, and the Board heard nothing more about the matter.

A. R. JONES — WHITMAN.

On May 11 an application was received, bearing the signature of A. R. Jones of Whitman, shoe manufacturer, and the signatures of Thomas C. Tracey and James E. Bates, who claimed to represent the employees in the stitching and bottoming departments. The employer desired a reduction

on some items of work, and both sides requested the Board to settle upon a list that would be fair to all.

The usual notice of a hearing was given, and the Board met at the appointed time and place, in Whitman, on May 16. Immediately after the hearing was opened, a question was raised as to the present authority of Messrs. Tracey and Bates to represent the employees in the departments in question. After some discussion, it was agreed between the employer and Messrs. Tracey and Bates, that the application should be withdrawn or dismissed, and that the price-list then in force should be continued, pending negotiations for the adoption of a new list. The application was accordingly dismissed.

SHILLABER & Co. — LYNN.

On May 17 a strike occurred on the part of the cutters employed by Shillaber & Co. of Lynn, shoe manufacturers, and on the 23d the firm notified the Board of the fact. Upon inquiry, it appeared that propositions in writing had passed between the firm and the agents of the workmen, with a view to a permanent settlement. The negotiations were at first without result; but the Board advised a renewal of the attempt, and an adjustment satisfactory to both sides was at length arrived at on June 3, under which operations were resumed.

A. R. JONES — WHITMAN.

A strike occurred on the part of the stitchers employed in the factory of A. R. Jones of Whitman, on May 20. A controversy existed at the same time in the lasting department of the same factory, and the general situation throughout the town was seriously involved by reason of rivalries and jealousies between the several labor organizations. This Board

interposed, and with great difficulty was at last, on May 25, instrumental in bringing about an agreement in writing by which the matters in dispute were left to the decision of the Board; and the decision, when made, was to stand for one year from its date.

The workmen resumed their work, a hearing was had, and a decision rendered on June 15, as follows:—

In the Matter of the Joint Application of A. R. Jones of Whitman, and his Employees.

PETITION FILED MAY 25, 1889.

HEARING, MAY 31, 1889.

In this case the employer seeks to reduce the wages paid in his factory for some parts of the stitching. The Board recommends that the following prices be paid:—

	Per Dozen.
Closing heel-seam, wax thread,	\$0 04
Staying heel-seam, wax thread, double alligator,	04
Seaming tops to gores and linings,	12
Vamping, 3d grade, flat, 18 stitches to inch,	21
Vamping, 4th grade, flat, 13 stitches to inch,	18
Vamping, 3d grade, cylinder, 18 stitches to inch,	37 $\frac{1}{2}$
Vamping, 4th grade, cylinder, 13 stitches to inch,	30

Result.—The decision was accepted and acted upon by all parties interested.

E. S. WOODBURY—SALEM.

On May 25 a strike occurred in the factory of E. S. Woodbury of Salem, shoe manufacturer, of which notice in writing was given to the Board on June 1, stating that, on the day just preceding the strike, the edge-setters and edge-trimmers made a demand for higher wages, and required an answer by noon of the day next following. It was alleged that the time allowed for returning an answer was too short to allow the superintendent to communicate with the manu-

facturer in Boston. At all events, no answer was given within the required time, and the men left their work.

Negotiations went on, at intervals, between the parties interested, after the strike occurred and after the notification to the Board; but, before any action had been taken by it, the employer informed the Board, that, in view of new developments concerning the attitude of the representatives of the workmen, he no longer desired to effect a settlement with them, and would be satisfied if no action was taken under his application to the Board. No settlement, therefore, was made.

A. R. JONES — WHITMAN.

The Board received notice, on May 29, that the machine operators in the employ of A. R. Jones of Whitman, shoe manufacturer, had struck on the 13th, and afterwards refused to return to work, because the employer declined to re-engage one of his former operators who was objectionable to him.

The parties were brought together June 6, in the presence of the Board, for a conference; and, after a full discussion, it was mutually agreed that, with the exception of the operator who was objected to, who himself requested that he might not be a stumbling block in the way of settlement, all the machine operators who wished to return to work should be reinstated in the places that they had left; but, as some others had been hired during the controversy, the manufacturer desired a few days in which to decide how he could best perform his part of the agreement without breaking any agreement already made by him. Before a definite plan had been received from the employer, he was notified by a representative of a labor organization that the workmen belonging to his organization would not return to work

so long as certain persons who had been hired during the controversy remained at work in the factory, and that the local committee was not authorized to act further in the matter of settlement. This objection threatened the overthrow of all that had been accomplished with so much difficulty ; but, upon the interposition of the Board, the management of the case for the workmen was restored to the local committee, who on June 23 effected a settlement with Mr. Jones on the lines previously laid down, which was satisfactory to all parties.

Both manufacturer and workmen expressed their appreciation of the advice and assistance rendered by the Board in this case.

NORTH ADAMS STRIKE AND LOCK-OUT.

On June 20 the stitchers employed by the C. T. Sampson Manufacturing Company at North Adams struck for higher wages. On the two days next following they were joined by the cutters and lasters. On the 24th strikes occurred also in the shoe factories of N. L. Millard & Co., W. G. Cady & Co., and Canedy & Wilkinson. Four of the five shoe manufactories were closed in consequence of these proceedings. One only agreed upon terms of settlement with the organization. About fifteen hundred persons were idle.

On the 25th the State Board, of its own motion and uninvited, went to North Adams, met the manufacturers on the one hand, and, on the other, H. J. Skeffington, H. S. Lyons and I. M. Miller, representing the operatives, who expressed their willingness to leave all the matters in dispute to the decision of this Board. The manufacturers, however, were not yet ready to take that ground ; and, as negotiations were still going on, the Board, deeming it unwise to interpose further at this stage of the proceedings, withdrew after hav-

iug stated to both sides the powers and duties of the Board in such cases, and its willingness to assist in making a settlement, should such assistance be desired.

Negotiations between the parties were continued, but proved fruitless, and on July 13 the four manufacturers, on one side, and Henry S. Lyons, representing the operatives, joined in a written agreement, submitting their differences to this Board, and asking the Board to adjust prices for stitching in the four factories. Hearings were had at North Adams, and a careful and laborious investigation was entered upon, involving a comparison of prices paid and methods of work in vogue in a large number of shoe factories in this State, making goods similar to those manufactured in North Adams. The following decision was rendered, on August 28:—

In the Matter of the Joint Application of the C. T. Sampson Manufacturing Company, N. L. Millard, W. G. Cady & Co., and Canedy & Wilkinson, Shoe Manufacturers of North Adams, and the Stitchers employed by them respectively, represented by Henry S. Lyons.

PETITION FILED JULY 13, 1889.

HEARING JULY 17-19, 24, 25.

In January last certain changes in the prices for stitching were made by the employers represented in this case. These changes were at the time objected to by the employees; but the new prices continued in force until June 20, when, after having requested an increase of the wages of the stitchers, a strike occurred in one of the factories, and speedily brought on a lock-out in the other three factories. In the only remaining shoe factory in North Adams an understanding was arrived at by the employer and his employees, under which work continued without interruption.

On June 26, the full Board, of its own motion, visited the scene of the controversy, and opened communications with both parties, with a view to effecting a settlement. Negoti-

ations were entered into by the parties directly interested, which resulted in the return of the operatives to their work on July 8, under the terms of a proposition in writing, proceeding from the manufacturers and agreed to by the operatives. In accordance with the terms of this agreement, and after work had been resumed, there were some further attempts to agree upon price lists for the four factories involved, but without success; and the present joint application was then made, requesting the Board to adjust the dispute, and find a list of prices that would be fair for all concerned.

After due deliberation, the Board recommends the following prices for the factories in question, said prices, by agreement of the parties, to take effect from July 1, 1889, and remain in force until April 1, 1890:—

STITCHING PRICE-LIST.—NORTH ADAMS.

WOMEN'S, MISSES' AND CHILDREN'S BUTTON BOOTS.

	Per 60 pairs.
Closing heels and fronts, Union special machine,	\$0 16
Closing heels and fronts, Wilcox & Gibbs machine,	16
Closing heels and fronts, Singer closing machine,	16
Closing heels, welt seam, wax thread, National machine,	9
Rubbing welt seams by machine,	5
Rubbing heel-seams by hand,	12
Staying heels and fronts, Union special two-needle machine,	17
Staying heels and fronts, Merrick dry-thread two-needle machine,	17
Staying welt heel-seam, Merrick wax-thread two-needle machine,	10
Staying wide outside stay, 4 rows, Union special two-needle machine,	35
Staying wide outside stay, 4 rows, one-needle machine,	45
Staying narrow outside stay, 2 rows, Union special two-needle machine,	10
 Making linings:—	
Closing heel-seams,	6
Web-stay, Wilcox & Gibbs two-needle machine,	7
Closing on fly,	8
Closing on top,	8

	Per 60 pairs.
Leather or calf stay,	\$0 12
Russet heel-stay,	7
Leather stay, half-way, Singer machine,	12
Closing on or beading: Singer or Wheeler & Wilson Machine, with trimmer:—	
Plain top and scalloped fly, not exceeding 11 scallops,	45
Scalloped top and scalloped fly, not exceeding 11 scallops,	60
Plain top and plain fly,	35
Pasting, plain top and scallop fly, not exceeding 11 scallops,	40
Pasting, scalloped top and scalloped fly, not exceeding 11 scallops,	50
Pasting, plain top and plain fly,	30
Pasting, turning, or pounding by hand,	40
Stitching edges or facings, including top, with plain top and scalloped fly,	35
Stitching edges, scalloped top and scalloped fly,	40
Stitching edges, plain top and plain fly,	25
Marking for buttoner and buttoning up,	13
Marking for button-holes,	8
Cording button-holes, whole cord,	35
Cording worked button-holes, Clark stay, waved,	20
Working button-holes, Reece machine, single, per 100,	5
Finishing button-holes by machine, and trimming ends,	15
Sewing on buttons, Morley machine, ends fastened,	15
Vamping, Singer machine, 1st row,	40
Vamping, Singer machine, 2 rows, silk or cotton,	50
Vamping, Singer machine, 3 rows, silk or cotton,	70
Vamping, Merrick two-needle machine,	30
Vamping, Merrick three-needle machine,	35
Vamping, Merrick machine, 3d row,	17
Vamping, National machine, 3d row,	17
Vamping, National wax-thread two-needle machine,	30
Vamping, Singer cylinder machine, 2 rows,	1 00
Vamping, Singer cylinder machine, 3 rows,	1 25
Vamping, Singer two-needle machine,	35
Vamping, Standard two-needle machine,	35
Vamping, Union special two-needle machine,	35
Vamping, square, one-needle, dry thread, 2 rows,	70
Vamping, square, two-needle, wax thread,	50
Vamping, scalloped, extra,	15
Tying up,	4

WOMEN'S, MISSES' AND CHILDREN'S POLISH.

[Circular Vamp.]

The Same Prices as for Women's, Misses' and Children's Button Boots, except as specified Below.

	Per 60 pairs.
Closing on facing,	\$0 16
Pasting facing on lining,	15
Pasting plain edge,	24
Closing on or beading, Singer or Wheeler & Wilson machine, with trimmer, ogee top,	30
Closing on or beading, Singer or Wheeler & Wilson machine, with trimmer, scalloped top,	40
Closing on, beaded top and plain edge,	18
Pasting, turning, or pounding by machine, beaded edge,	30
Pasting, turning, or pounding by hand,	35
Pasting, turning, or pounding beaded top and stitched edge,	15
Stitching edges, plain,	25
Stitching edges, beaded top, plain edge, including 2d row,	35
Stitching edges, beaded top and beaded edge, no 2d row,	25
Stitching 2d row,	12
Punching and eyeleting by power machine,	10
Putting in studs or hooks by power machine,	10
Stitching tongues,	4

WOMEN'S, MISSES' AND CHILDREN'S POLISH.

[Side seam.]

The Same Prices as for Circular Vamp Polish, except as specified Below.

	Per 60 pairs.
Closing side seams, welt,	\$0 17
Closing heel-seams, welt,	11
Closing heel-seams, dry thread,	8
Closing side seams, dry thread,	8
Rubbing welt heel-seams by machine,	5
Rubbing and turning seams by hand,	6
Staying side seam, two-needle machine,	10
Stitching edges, plain,	35
Stitching edges, beaded top and plain edge, not pasted,	50
Stitching edges, beaded top, pasted,	35
Stitching edges, beaded top and beaded edge, no 2d row,	30

	Per 60 pairs.
Stitching 2d row,	\$0 12
Punching and eyeleting by power machine,	10
Putting in metallic stay, no split tongues,	10
Putting in metallic stay, turning and tying up, no split tongues,	15
Binding edges,	90

WOMEN'S, MISSES' AND CHILDREN'S POLKA.

The Same Prices as for Polish, except as specified Below.

	Per 60 pairs.
Pasting polka pieces,	\$0 08
Stitching polka piece, two-needle machine,	12
Stitching polka piece, one-needle machine,	20

WOMEN'S BUSKINS.

The Same Prices as for Side-seam Polish, except as specified Below.

	Per 60 pairs.
Rubbing welt seams by machine,	\$0 06
Rubbing and turning seams by hand,	8
Staying side seams, two-needle machine,	12
Staying heel-seams, two-needle machine,	12
Closing seam of lining,	5
Stitching on russet stay,	10
Binding,	75
Stitching bound shoes,	50
Punching and eyeleting,	8

NEWPORT BUTTON SHOE.

The Same Prices as for Women's, Misses' and Children's Button Boots, except as specified Below.

	Per 60 pairs.
Closing heels and fronts, Union special machine,	\$0 16
Closing heels and fronts, Wilcox & Gibbs machine,	16
Closing heels and fronts, Singer machine,	16
Rubbing seams by machine, dry thread,	5
Staying heels and fronts, Union special two-needle machine,	12
Closing seams of linings,	5
Stitching on russet stay,	10
Closing fly,	7
Closing on, or beading,	35

	Per 60 pairs.
Pasting, turning, or pounding by machine,	\$0 30
Pasting, turning, or pounding by hand,	45
Stitching edges,	30
Sewing on buttons,	7
Cording button-holes, whole cord,	20
Marking for buttoner,	5

NEWPORT TIE.

	Per 60 pairs.
Closing heel-seams, dry thread,	\$0 07
Rubbing seams by machine,	5
Staying heel-seams, two-needle machine,	8
Closing seams of linings,	5
Stitching on russet stay,	10
Closing on, or beading,	45
Pasting, turning, or pounding by machine,	35
Pasting, turning, or pounding by hand,	45
Stitching edges,	35
Punching and eyeleting,	7
Vamping, one-needle machine, dry thread,	60

MEN'S, BOYS' AND YOUTHS' BUTTON BOOTS.

	Per 60 pairs.
Closing seamless or foxed vamp, wax thread, welt,	\$0 10
Closing top heel-seam, dry thread, Union special machine,	8
Closing top heel-seam, dry thread, Wilcox & Gibbs machine,	8
Closing top heel-seam, dry thread, Singer closing machine,	8
Closing heel and top, dry thread,	20
Closing heel and top, wax-thread machine, welt,	20
Closing fronts, dry thread, Union special machine,	10
Closing fronts, dry thread, Wilcox & Gibbs machine,	10
Closing fronts, dry thread, Singer closing machine,	10
Closing foxings on side and heel, welt,	12
Rubbing seams and taking out welt by machine,	5
Rubbing seams by machine, front and back,	15
Rubbing seams by hand,	16
Staying top heel-seam, Union special two-needle machine,	8
Staying top heel-seam, Merrick two-needle machine, dry thread,	8
Staying front seam, Union special two-needle machine,	9
Staying front seam, Merrick two-needle machine, dry thread,	9

	Per 60 pairs.
Strap heel-stay, pasted in,	\$0 20
Strap heel-stay, held in,	25

MAKING LININGS. — THE SAME PRICES AS FOR WOMEN'S, MISSES' AND CHILDREN'S BUTTON BOOTS.

	Per 60 pairs.
Closing on or beading, Singer or Wheeler & Wilson machine, with trimmer, straight top and plain fly,	\$0 35
Closing, straight top, plain fly, plain edge,	35
Pasting, turning, or pounding, Rochester machine,	30
Pasting, turning or pounding by hand,	40
Stitching edges or facings, plain top and plain fly,	25
Marking for buttoner,	8
Marking for button-holes,	8
Cording button-holes, whole cord,	40
Cording button-holes, Clark stay, waved,	20
Working button-holes, Reece machine, single, per 100,	5
Finishing button-holes by machine, trimming ends and cutting apart,	15
Sewing on buttons, Morley machine,	15
Vamping, Singer machine, 1st row, flat,	60
Vamping, Singer machine, 2 rows, flat, silk or cotton,	80
Vamping, Singer machine, 3 rows, flat, silk or cotton,	1 00
Vamping, Merrick two-needle machine, flat,	55
Vamping, Merrick three-needle machine, flat,	60
Vamping, Merrick machine, 3d row, flat,	20
Vamping, National machine, 3d row, flat,	20
Vamping, National two-needle machine, wax thread, flat,	55
Vamping, National three-needle machine, flat,	60
Vamping, Singer cylinder machine, 2 rows,	1 20
Vamping, Singer cylinder machine, 3 rows,	1 45
Vamping, Singer two-needle machine, flat,	60
Vamping, Standard two-needle machine, flat,	60
Vamping, Union special two-needle machine, flat,	60
Vamping, square or foxed vamp, wax-thread two-needle machine, flat,	60
Vamping, scalloped, 1 row in scallop,	90
Vamping, two-needle, wax thread, seamless,	90
Vamping, three-needle, wax thread, seamless,	95
Vamping, 3d row, wax thread, seamless,	25

MEN'S, BOYS' AND YOUTHS' BALMORALS.

The Same Prices as for Men's, Boys' and Youths' Button Boots, except as specified Below.

	Per 60 pairs.
Closing heels and sides on foxed vamp, wax thread, welt,	\$0 10
Stitching on facings of linings,	16
Closing on or beading, Singer or Wheeler & Wilson machine, with trimmer, flat,	37
Pasting, turning, or pounding, Rochester machine, corded edge all round,	30
Pasting, turning, or pounding by hand, corded edge all round,	40
Stitching edges or facings, outside row, beaded edge,	25
Stitching edges or facings, 2d row,	12
Punching and eyeleting, power machine,	14
Putting on studs or hooks by machine fed by hand,	18
Putting on studs or hooks by self-feeding machine,	12

MEN'S, BOYS' AND YOUTHS' CONGRESS.

The Same Prices as for Men's, Boys' and Youths' Button Boots, except as specified Below.

	Per 60 pairs.
Strap heel-stay, two-needle machine, strap pasted in,	\$0 25
Strap heel-stay, two-needle machine, strap held in,	25
Strap heel-stay, one-needle machine,	25
Putting in front stay and strap, one-needle machine,	25
Putting in front stay and strap, two-needle machine,	15
Stitching gores,	45
Stitching gores, linings and front straps,	1 35
Pasting, entire,	40
Stitching linings and front straps,	20

MISCELLANEOUS.

	Per 60 pairs.
Stitching on climax pieces, one-needle machine, 2 rows,	\$0 50
Stitching on climax pieces, Standard two-needle machine,	35
Stitching on climax pieces, Union special two-needle machine,	35
Stitching on Carrick pattern, one-needle machine,	50
Stitching on Standard two-needle machine,	35
Stitching on Union special two-needle machine,	35
Pasting tips,	7
Stitching tips, Union special two-needle machine,	8

NOTE.—In the foregoing list seventy-two pairs of children's shoes are to count the same as sixty pairs of women's and misses'.

The terms of the agreement under which the strike ended and work was resumed, on July 8, were contained in the following proposition, which was submitted by the manufacturers to the representatives of their employees, and was accepted and signed by them or their agents:—

NORTH ADAMS, MASS., June 28, 1889.

The Shoe Manufacturers of North Adams to their Employees.

We respectfully submit the following revised proposition under which we will start our factories:—

First. All persons in our employ on June 20 to return to work without prejudice from either employer or employee.

Second. The usual right of an employer to hire and discharge, and of an employee to join and maintain membership in any organization of his choice, shall be unquestioned, provided the holding of such membership does not interfere with employee's best service to employer, or with management of his business.

Third. If any disagreement or dispute arises in regard to prices paid or to be paid for labor, or any other matter, which cannot be satisfactorily adjusted between employer and employee, the employer shall meet a committee of three persons, composed of one local representative and two persons to be chosen by the members of the department where such disagreement exists, and from among their number. If employer and such committee cannot agree upon terms of settlement, the question shall then be submitted to the State Board of Arbitration, whose decision shall be final and binding on both parties until April 1, 1890. If any change be desired to take effect after April 1, 1890, the party desiring such change shall give written notice thereof to the other, accompanied by the proposed change, on or before March 1, 1890.

Fourth. Any immediate change in prices shall take effect July 1, 1889, and of future prices at the time such change shall be made.

Fifth. The present disagreement concerning prices in the several stitching rooms shall be adjusted with the several employers in the following order: Canedy & Wilkinson, N. L.

Millard, W. G. Cady & Co., C. T. Sampson Manufacturing Company; and, in case employer and employee or committee cannot agree within three days after they meet for that purpose, the matter shall be then submitted to the State Board of Arbitration.

Sixth. The "local representative" shall have no authority to visit any department of the factories except by permission of an employer, or when his services may be called for, as named in section three.

Seventh. In order to promote the most harmonious and prosperous condition for both parties, no strike or lock-out shall occur while settlement is pending. All shall remain at work, and factory kept running when there is work to do.

Eighth. No employee shall leave his work during working hours without first obtaining the permission of the foreman of that department.

GEORGE W. CHASE,
Treas. C. T. Sampson Mfg. Co.
W. G. CADY & Co.
N. L. MILLARD.
CANEDY & WILKINSON.

Notwithstanding this agreement, about the middle of August, when the stitchers' case was still under consideration by the Board, higher wages were demanded by the cutters and machine operators in the employ of the C. T. Sampson Manufacturing Company; and, their request not being complied with, all the employees in the factory of that corporation, except the stitchers and lasters, went on a strike. They returned to work, however, after being out a short time; and attempts were made on the part of the employer and employees to arrive at a settlement of the grievances presented. A settlement was made with the machine operators, but no agreement was arrived at with the cutters; and the latter declined to submit the disputed items to the State Board. Another strike followed, affecting all four of the

shops ; and, when the Board's decision in the cases presented by the stitchers and lasters was received, all the employees directly interested were out of work by reason of this strike of the cutters. Under these circumstances, and when it was learned that the Board, in adjusting a price-list which contained two hundred items (four hundred, as at first submitted by the parties), had reduced some of the items below what some of the manufacturers had previously paid, notwithstanding the fact that certain other items had been raised, it was voted to reject the entire list. Canedy & Wilkinson effected a settlement with their cutters, and thereupon work was resumed in all the departments of their factory, the stitchers working under the price-list recommended by the State Board. In the other three factories, however, all the operatives remained out, mainly because of the demand made by the cutters. The three firms thus embarrassed declared that they would adhere to the price-list found by this Board, that they would have nothing to do with the union ; and opened their shops on the " free-shop " plan. Some of the old employees returned to work, but all were required to certify in writing to their employer that they did not belong to any labor organization, and to promise that they would not join or be controlled by any such organization while they were employed by him. Subsequently, as we are informed, the stitchers reconsidered their action, so far as to express their readiness to go to work if the cutters could be satisfied. But these overtures were not entertained by the manufacturers. The three factories referred to have been conducted on the free-shop plan ever since, the decision of this Board being in force in all four of the factories originally involved.

A few observations suggested by this unfortunate and disastrous controversy it may be well to record in connection with our report of the case. In the first place, both parties

erred in presenting the case in the way in which it was presented to the Board. There ought to have been more of a disposition on both sides to make concessions for the sake of agreeing upon something, and thus simplifying the issues to be determined by the Board. Instead of this, the parties seemed most anxious to make the differences between their respective figures as great as possible. The divergence was sometimes so great as to appear almost ludicrous, had not the matter in hand been in fact so serious.

Secondly, after the decision was announced, there was clearly no course open but to abide by the agreement under which the case had been submitted. Disappointment was expressed on both sides respecting items in the list, one side objecting to those that were considered too high, the other side pointing to those which were thought to be too low. This was largely due to the fact that one price-list was found for four factories having different styles and methods of work, and paying different prices. Thus, an item in the list found by the Board would represent more work or harder work in one factory than in another. Difficulties of this kind, however, might easily have been remedied by agreement of the parties through the exercise of reason and patience. Obviously, the wise course would have been to accept the result in good faith, and await the opportunity to correct mistakes at the end of the time for which, by the agreement of the parties, the list was to remain in force. No other test of the fairness of the list would have been equal to this. It is due to the manufacturers to say that, while complaining of some items as being too high, they appear to have accepted the whole list in good faith, and to have put it in force in their factories.

Thirdly, the practical result of the course of action so hastily adopted by the employees, which the subsequent action of the manufacturers made it impossible for many of

them to retrace, was that hundreds of men and women became idle, some found it necessary to leave town; and the union, instead of continuing to receive the recognition which had been denied it at the outset, but which nevertheless had afterwards been obtained, mainly through the interposition of the State Board, was shut out from three of the principal factories of the town, thereby receiving a blow from which it will with difficulty recover. All true friends of honest labor will unite in deplored the misfortunes suffered in this case.

G. B. BRIGHAM & SONS—WESTBOROUGH.

On June 26 a strike occurred in the shoe factory of G. B. Brigham & Sons, at Westborough, involving all the employees, upwards of one hundred and fifty in number. After the business had been at a standstill for a fortnight, and there appearing to be no prospect of a settlement, the Board visited Westborough, called upon the firm, and upon the representatives of the workmen. It appeared that about April 1, 1889, by reason of a temporary falling-off in trade, the firm reduced its force by laying off two men in the sole-leather room, and reducing the wages of the others employed in that department of work. One workman who had been employed previously in cutting top-lifts and half-soles was requested to cut under-liftings, because there was not enough of his regular work to keep him busy. He declined to cut under-liftings, and said that he was for that reason discharged. The firm disputed the statement that he had been discharged; and, in fact, the differences between the parties appeared to be very small and few in number.

The workmen, in answer to the questions of the Board, expressed their willingness to return to work at the convenience of the firm, under the advice of the State Board, and with the understanding that the firm would confer with

the executive committee representing the employees, with a view to settling the matters about which they differed; and, if they could not agree, it was to be agreed that the differences should be submitted to the State Board for decision. This proposition, being reduced to writing, was presented to two members of the firm, who said that they had no doubt they could arrange everything satisfactorily after the men were back at their work; but they did not feel authorized, in the absence of the senior partner, to agree to submit anything to arbitration. They promised to consider the whole matter anew; and subsequently a letter was addressed by the firm to the committee of the employees, stating that, the cause of the disturbance having been removed, they therefore asked the workmen to return to their work, after which the firm would do all in their power to settle all differences. This proposal being referred by the workmen to this Board, the following reply was sent to the chairman of their committee, a copy being sent to the firm at the same time: —

SIR:— Your letter of July 11, enclosing copy of letter of G. B. Brigham & Sons, is received, and you ask, “What ought we to do?” The proposition of the firm is, “We therefore simply ask the workmen to return to their work, after which we will do all in our power to settle all differences.” Having conferred with you and with the firm, we have no hesitation in replying to your question, that, under all the circumstances, we think it the best and wisest course for the workmen represented by you to return to work under the promise held out by the firm; and if, after work is resumed, the employees have any cause of complaint, and are unable to adjust it with their employers, the employees will have a right, under the law, without striking, to make application to this Board for a decision of the matters in dispute.

We have sent to the firm a copy of this letter, and venture to hope that the factory will be running again next Monday, and

everybody, by consequence, in a better frame of mind for just and reasonable action in the premises.

Under the advice of the Board, contained in the foregoing letter, work was resumed on the following Monday; and, from the fact that nothing more has been heard of the case, it may be safely inferred that whatever differences were developed were satisfactorily adjusted by agreement of the parties.

ATLANTIC COTTON MILLS—LAWRENCE.

On July 1, the slasher tenders and helpers employed in the Atlantic Cotton Mills, at Lawrence, asked of their employers an advance in wages, and having, as they complained, received nothing but evasive answers to their renewed petitions, quit work on the 22d, at noon. Two days later, the workmen, through their representative, applied in writing to the Board, promising at the same time to return at once to work, and leave the matter in the hands of the Board.

An interview was had with the treasurer of the corporation on the 27th, and it was learned that the striking employees had not returned to work, but others had been hired to fill their places. It was subsequently stated to the Board that the failure to resume work was due to a misunderstanding on the part of the workmen. Whatever the cause of the failure, the Board was by reason of it unable to proceed, for it was soon ascertained that the mill was fully supplied with workmen to do the work that had formerly been performed by those who struck.

Under these circumstances, the Board could only inform the workmen of the situation of affairs, and advise them to find work where they could best do so. This was done by letter, stating the facts and expressing the regret of the Board that the workmen had not returned promptly at a time when they could have resumed their occupations, and thus,

enabled the Board to intercede for them with some prospect of success.

C. T. SAMPSON MANUFACTURING COMPANY—NORTH ADAMS.

In this case the Board was for the first time requested by a manufacturer and his employees to decide between them on prices for lasting by machine. This has been a fruitful subject for controversy in all shoe manufacturing cities and towns ever since the invention of lasting machines. The decision, rendered August 29, was as follows:—

In the Matter of the Joint Application of the C. T. Sampson Manufacturing Company of North Adams, and the Lasters in Its Employ, represented by William H. Marden.

PETITION FILED JULY 22, 1889.

HEARING, JULY 25, 30.

In this case the Board is requested to find prices for machine lasting, as it is done in the factory of the C. T. Sampson Manufacturing Company of North Adams.

Due consideration having been given to all the circumstances of the case, including the grade of goods produced and the quality of the work done on them, the Board recommends the following prices for the factory in question, said prices to cover all the work of lasting as it is done in this factory, but not including the work of tacking on the outer sole:—

LASTING BY MCKAY & COPELAND MACHINE.

	Per 60 pairs.
Men's and boys',	\$1 75
Women's, misses' and children's,	1 00
Men's splits, extra, per pair,	00 $\frac{1}{4}$

LASTING BY BOSTON LASTING MACHINE, WOMEN'S, MISSES' AND CHILDREN'S BUTTON OR POLISH.

	Per 60 pairs.
Rights and lefts,	\$1 10
Straight,	1 00

RICE & HUTCHINS — MARLBOROUGH.

A joint application was received, on July 23, from Rice & Hutchins of Marlborough, and the lasters in their employ, represented by E. F. McSweeney. The employees contended for a readjustment of prices for lasting shoes of third quality, so called, and an advance on calf and dongola, to correspond with the wages paid for similar work in other factories in Marlborough. There was no strike or lockout, but the case was made up and presented in accordance with a standing agreement of the firm with its employees to submit to the State Board, without interruption of business, all differences arising between them which the parties themselves are unable to settle by agreement.

The parties having been heard at length, and the usual inquiry made into the prices and conditions prevailing in other factories in that town, the Board rendered the following decision, August 9:—

In the Matter of the Joint Application of Rice & Hutchins of Marlborough, and the Lasters in Their Employ.

PETITION FILED JULY 23, 1889.

HEARING AUGUST 1.

In this case the lasters claim an increase of wages for work done on the third quality, so called, and that prices for calf and dongola work be made to correspond with those paid in other factories in Marlborough doing work of a similar grade.

The Board, after due consideration, recommends that the following prices be paid in the factory in question for lasting split leather and buff of the third quality, and known in this factory as the "A" grade:—

	Per pair.
For men's plain toe, 3d quality,	\$0 05
For men's cap toe, 3d quality,	06
For boys' cap toe, 3d quality,	05

In the matter of the claim for calf and dongola work, the Board, under all the circumstances of the case, does not deem it expedient to recommend any change in this factory.

Result. — The decision was accepted and acted upon by all parties concerned.

BAEDER, ADAMSON & CO. — WOBURN.

The Board received, on November 16, from the representative of the employees of Baeder, Adamson & Co. of Woburn, notice that a strike for higher wages was likely to occur at any moment in the glue factory of that firm, and a request that the Board would render what service it could to effect a settlement. The Board at once opened communication with the firm, and at the same time requested and obtained a promise from the employees that there should be no strike, at least until the Board should have had time to inquire into the facts of the case.

The Board was unable to bring the parties together for a joint conference, and the firm was unwilling to submit any question of wages to arbitration, for the reason that, as they said, they could not afford to pay any more than they were then paying.

The matter having been fully discussed at several interviews, the following letter, which expresses the conclusions of the Board, was sent to the representative of the employees: —

BOSTON, Nov. 25, 1889.

To Mr. WM. B. PATTISON, *representing Employees of Baeder, Adamson & Co. of Woburn.*

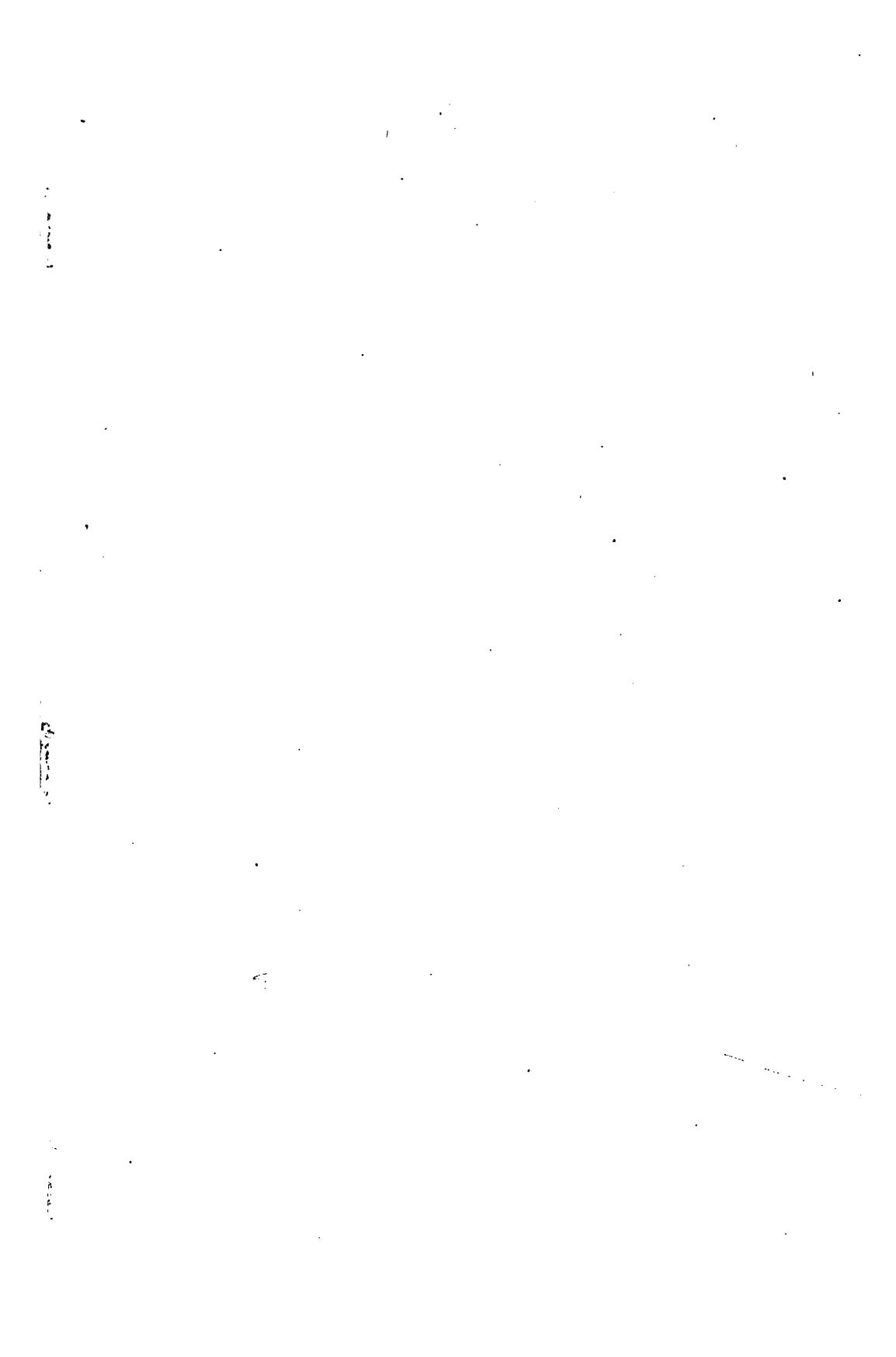
SIR: — Since the receipt of your letter of the 15th instant, in which you request the good offices of this Board in the adjustment of certain differences existing in the glue factory of Baeder, Adamson & Co., at Montvale, between the firm and some of the

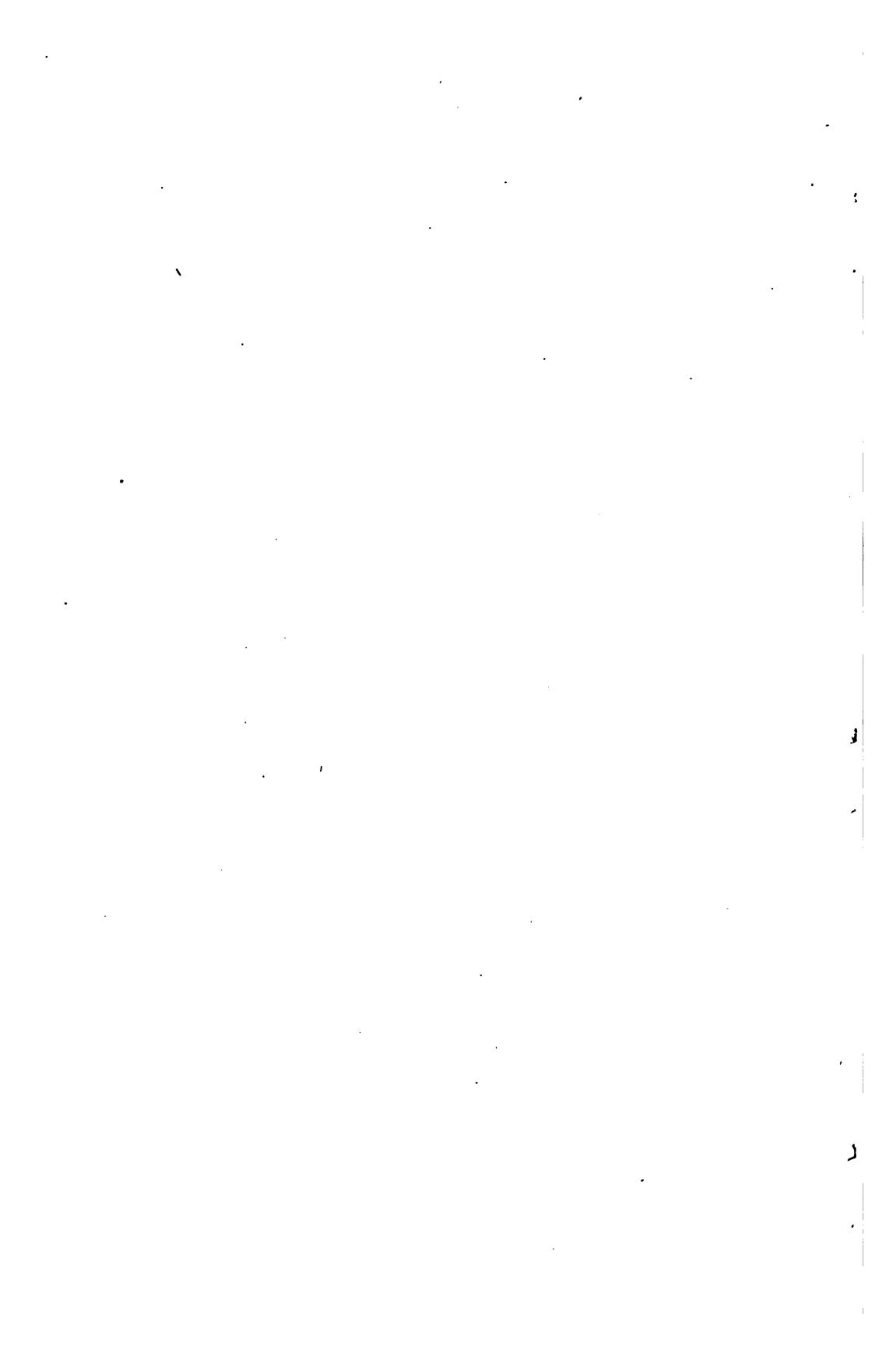
employees, the Board has had three interviews with a member of the firm, and has also conferred with a committee of the employees.

In this manner we can assure you that all the matters complained of by you as grievances have been plainly stated to the firm, and have been courteously considered by them. In the matter of your complaint, that the wages actually received are unduly reduced by reason of loss of time and irregularity of work, the firm, in deference to the opinion of this Board, have promised to do all in their power to keep the works at Montvale open during the glue season, and will endeavor to supply the men with work sufficient to enable them to earn full wages, if the men are able and willing to work. In respect of the two married men, whose employment at the wages awarded them you complain of, the firm will increase the wages of one of them — the elevator man — so that he shall receive at the rate of \$9.00 per week; and, as soon as opportunity occurs, the firm will transfer the other to a position in which he also will be paid at the rate of \$9.00 a week. In the present condition of the business and of the general market, the firm deem it impossible to make any further concessions.

The Board has been favorably impressed by the prudent and conservative action of the employees in this case; and, believing that the firm also will not fail to appreciate it, we have no hesitation in advising you to accept these concessions in a friendly spirit, and in the hope that when business is better all will be able to earn higher wages than at present.

Result. — The threatened strike was fortunately averted, and the Board has heard nothing further from this quarter.





PUBLIC DOCUMENT.

No. 40.

ANNUAL REPORT

OF THE

State Board of Arbitration

FOR THE YEAR 1890.

BOSTON:

**WRIGHT & POTTER PRINTING CO., STATE PRINTERS,
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1891.



Commonwealth of Massachusetts.

SECRETARY'S DEPARTMENT, BOSTON, Jan. 29, 1891.

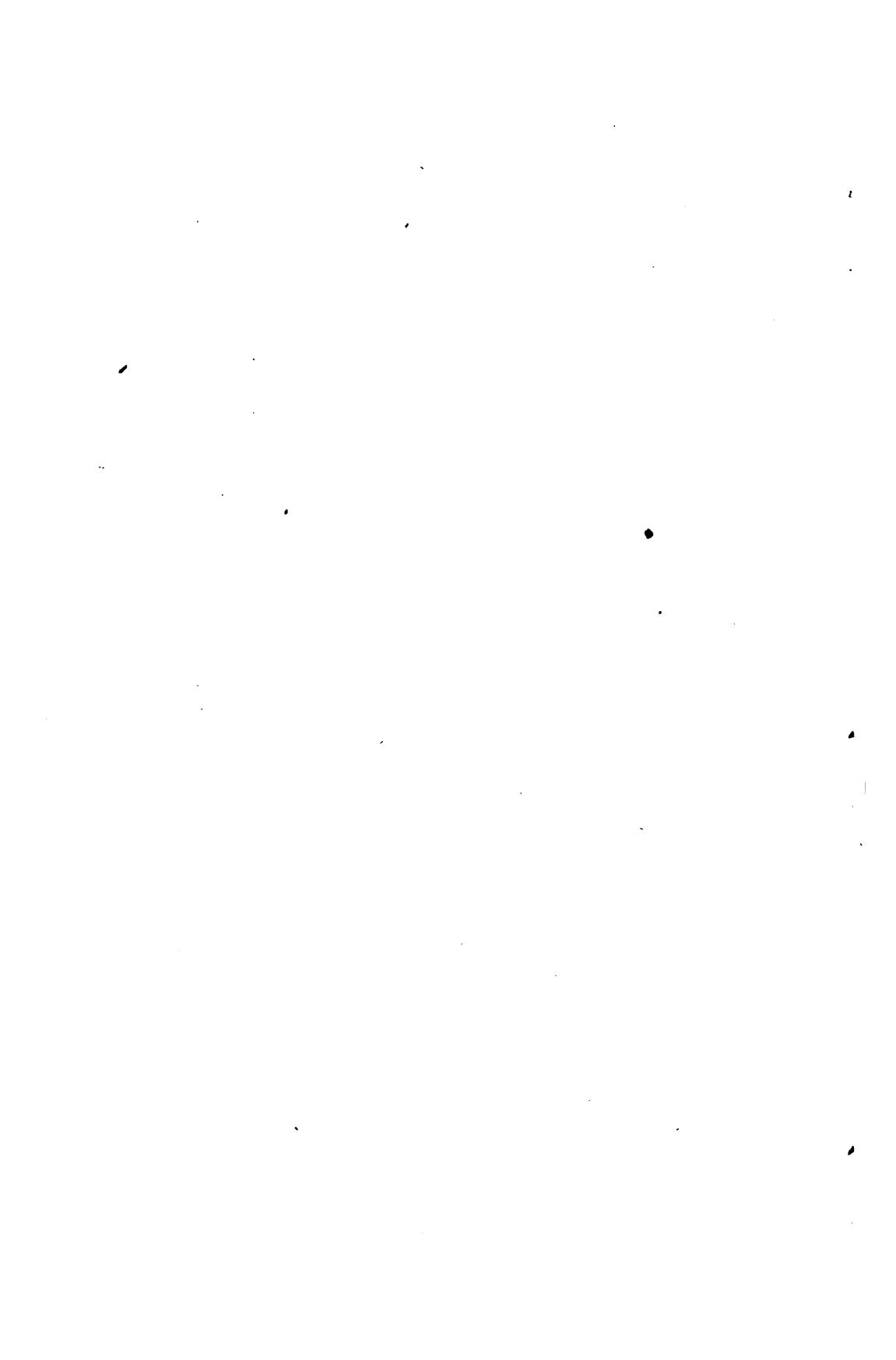
Hon. WILLIAM E. BARRETT, *Speaker of the House of Representatives.*

SIR:—I have the honor to transmit to the General Court
the Fifth Annual Report of the State Board of Arbitration.

Respectfully,

WM. M. OLIN,

Secretary.



Commonwealth of Massachusetts.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Jan. 29, 1891.

Hon. WILLIAM E. BARRETT, *Speaker of the House of Representatives.*

SIR:— We have the honor to present herewith the Annual Report of this Board for the year ending Dec. 31, 1890.

Very respectfully,

CHARLES H. WALCOTT,
RICHARD P. BARRY,
EZRA DAVOL,

State Board of Arbitration.



FIFTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

The experience of this Board, during the past year, with controversies which have arisen between employers and their employees, has tended to prove more conclusively than ever that strikes and lock-outs are expensive methods of dealing with differences of opinion. So far as these methods are productive of any definite result, they seem well calculated to leave behind in the minds of workingmen a smouldering sense of grievances unredressed, and on the side of the employer a feeling that undue pressure has been exerted at a time when he was least able to withstand it.

The strikes which have occurred in this State during the year just ended have been, almost without exception, disastrous to those who embarked in them, and in some instances nearly destructive of the organizations with which the workmen were allied. Employers have learned how to make combinations among themselves, and by so doing to oppose an effective barrier to combinations of labor. By this means, through their greater command of material resources, the aid of combinations of manufacturers has sometimes been invoked for the purpose of crushing labor unions and the claims advanced by them in behalf of the workman, although the position of the employers, so far as it was just and reasonable, might have been maintained without expense or loss of self-respect by appealing to this Board; and that,

too, without any paralysis of business or injury to unoffending men and women not engaged, directly at least, in the controversy.

Some of the controversies of the year which have attracted much attention have been struggles between associations of employers on the one hand and unions of workmen on the other, when there appeared to be no possible solution except through a struggle which should test the powers of endurance of the respective parties. In cases of this sort which have come under the immediate observation of the Board, success has not been on the side of the workmen; and all such experiences have shown, as nothing else could, often too late for any benefit in the particular case, how much trouble and distress might have been averted by pursuing the milder methods established by law for hearing and adjusting, so far as possible, all real grievances.

In contrast with these vain attempts to settle differences by methods calculated to deepen the feelings of hostility on either side, the Board has at every opportunity exerted an influence of a totally different kind, seeking to bring the parties together on terms of equality in the presence of an impartial tribunal, and, by removing friction and reducing the causes of difference to a minimum, to effect a settlement under which employers and workmen might resume their natural and normal relations to each other. By this method, the method of reason and conciliation, settlements fairly acceptable to both sides, and highly approved by the general public sentiment, were attained in many cases which at first were obstinate and difficult of approach, notably at Haverhill and Woburn, not to mention others of less importance. In some cases where men, acting from impulse or provocation, have declared a strike, the Board has, by inquiry subsequently made, been satisfied that there was some foundation, to say the least, for the complaints made; but,

unfortunately, hasty action had produced a state of feeling, on one side or both sides, that was in itself an obstacle to any fair and dispassionate consideration of the grievances alleged. A better course of proceeding, that of making application to the Board, without strike or lock-out, has invariably met with more satisfactory results. In the shoe industry, for instance, this fact is worthy of careful consideration, by manufacturers and workmen alike,—that in Marlborough, Brockton and Whitman there have been no labor difficulties, during the last year, which involved a serious loss of work to any one. In all these thriving centres of shoemaking enterprise, as well as in other places which might be mentioned, the principle of arbitration has gained a foothold; and the State Board can count upon a reasonable amount of co-operation, both from manufacturers and employees, whenever the Board has occasion to do anything in those towns.

Lynn, justly proud of her supremacy as the “city of shoes,” has recently undergone a scourge of fire, which, as a natural result, retarded for a while the further development and growth of the main industry of that city. This may be called an unavoidable calamity, from the effects of which the city is rapidly recovering. Is it not worth while for those who are most closely identified with the business of that city to consider the question whether there is not something to be learned from other shoe towns as to the best methods of dealing with questions which arise between employers and employees? Where the operations are so many in number as the various parts of shoe making, such differences will certainly arise from time to time; and it ought to be possible to devise some way that would produce better results for all concerned than have been witnessed in Lynn during the last year. The matter here touched upon is worthy of being pondered by all who have the welfare of the city at

heart, and desire not only that the present volume of business shall remain intact, but that business which has been lost may be regained, that new work shall be brought into the factories and new factories built, in a never-ending career of prosperity and growth.

But the influence of the Board, and of the principles of arbitration and conciliation which it represents and applies, is not limited to the particular cases which are brought before it, and in which it offers advice or renders decisions. The success achieved in Massachusetts by the application of reason and conciliation, in the name of the State, has attracted attention in other States of the Union, as well as in Europe and Canada. Teachers and students of political economy in our colleges, men engaged in business and the professions, mechanics and men in public life, throughout the country, send for the reports issued by the Board, and bestow words of encouragement which are highly appreciated, and are not superfluous when the character of the work is considered,—difficult, sometimes thankless, and always requiring infinite patience and tact.

The practical value of the wage-lists recommended by the Board from time to time, in the past, is evidenced in a noteworthy manner. Not infrequently it happens that some one, it may be a manufacturer, or a workman perhaps, applies, either in person or by letter, for a copy of some price-list recommended by the Board two or three years ago, saying that a question of prices has arisen in some shop or factory, and on one side or the other it had been urged that a decision of the State Board had in effect settled a fair rate of wages for work like the work in question. It is obviously impossible to estimate the number of cases of this sort, in which the careful, painstaking work of the Board, in the past, has supplied a standard which, with proper adjustments to the circumstances of each case, has served to facilitate a

settlement of differences by agreement of the parties most interested. It is certain that the work of this Board is often referred to, in the manner and for the purpose indicated; and there is much reason to believe that the influence of its decisions has in this way been salutary and far-reaching.

The law of the State concerning arbitration is given below, being chapter 263 of the Acts of 1886, entitled, "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," as amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385:—

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each

member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving

such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty under the direction of the board to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute may have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary travelling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

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such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon ; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order ; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty under the direction of the board to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute may have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty ; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary travelling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

SECT. 5. Upon the receipt of such application and after such notice the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

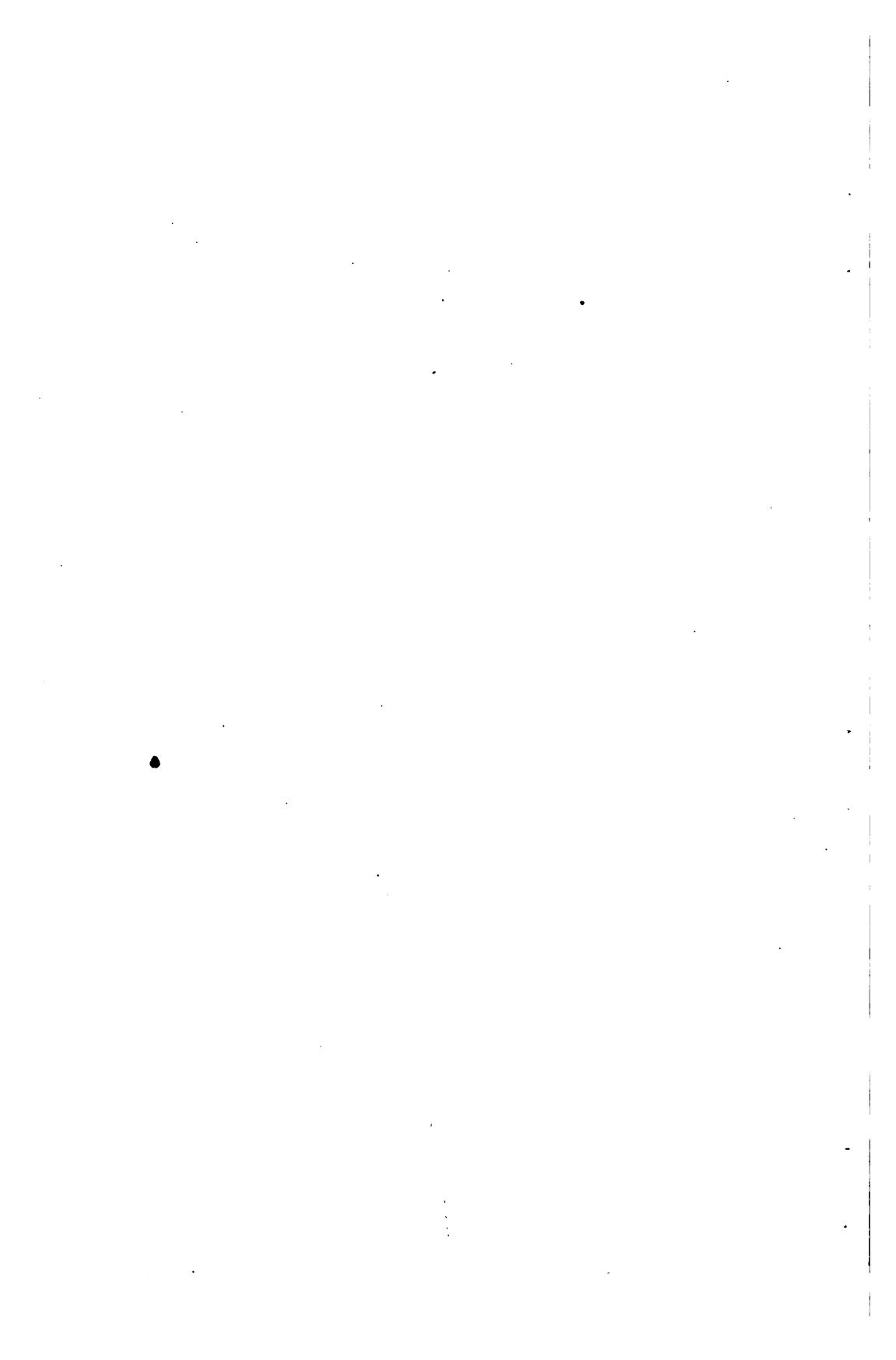
SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a

strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

SECT. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the Commonwealth, as provided for in chapter one hundred



TANNERS AND CURRIERS — WOBURN.

In the latter part of the year 1889, the persons and firms engaged in the business of tanning and currying hides at Woburn organized themselves into the Woburn Leather Manufacturers' Association, and adopted a uniform list of prices to be paid in their factories for the different parts of the work. This list was to take effect on Dec. 16, 1889, and on its face was a reduction from many of the prices then prevailing. On some of the work, however, the wages remained as before, and it was announced that the list was intended only for a "minimum list," and any manufacturer would be at liberty to pay more than the list called for, if, by reason of the skill of the workmen employed by him, or the character of the work in his shop, it should seem that higher wages ought to be paid by him. The avowed object of the members of the association was to promote fair dealing among themselves as well as with the workmen, by making prices of labor more nearly equal; or at least to draw a low-water line, below which wages should not be allowed to fall. It was urged that this would be beneficial both to the workmen and the employers.

An important part of the agreement, by which the combination was formed, was as follows:—

We, the undersigned, leather manufacturers of Woburn, agree to form and maintain a permanent organization for mutual benefit, to be known as the Leather Manufacturers' Association, and to be governed by the following rules and regulations:—

1. To hold annual meetings in January of each year, to elect a president, secretary, treasurer and board of directors.

2. That a uniform price-list be drawn up, which we agree to pay from Dec. 16, 1889.
3. That the amount of labor to be performed be adjusted by each manufacturer and his employees.
4. That, when a difference exists between a manufacturer and his employees which they are unable to settle, the board of directors shall be notified, and shall investigate the cause of complaint, and, if unable to adjust it, they shall call a meeting of this association to take action thereon.
5. That if, in the opinion of the association, the manufacturer is maintaining the price-list then in force, upon a two-thirds vote of the members of the association present and voting, each manufacturer shall, within six hours from the passing of such vote, cease all work in his currying shop, excepting that which may be necessary to prevent damage to stock in process.
6. That each manufacturer shall remain closed until the difficulty be adjusted.
7. That this shut-down shall be under the supervision of the board of directors.
8. This agreement can be amended by a two-thirds vote of the association.
9. Upon the petition of five members of the association, a meeting shall be called by the secretary.

The publication of the proposed price-list gave rise to considerable murmuring among the employees engaged in this business in the city of Woburn, and their dissatisfaction was deepened by the fact that, within the two months immediately preceding, new price-lists had been adopted in most of the shops by agreement with officials of the order of the Knights of Labor, of which organization the greater part of the employees were members. It was apprehended, on all sides, that the manufacturers' proposed list would not go into effect without opposition from the Knights of Labor. The first move was made on December 9, when a committee called upon James Houston & Co., and asked or demanded

that more hides be put into the vats. This action appears to have been taken under the impression that, if there was to be a contest, it should not be precipitated when the vats were empty, and the employer by so much better prepared for it. The firm regarded the request or demand as an impertinent attempt to dictate to them the manner in which they should conduct the details of their business, and for this reason declined to accede. Thereupon the men employed in the tan-yard and the beam-house, and the outside men, left their work. E. L. Shaw & Co. declined to accede to a demand of like tenor, but there was no strike in their factory. On the following day the employees of Houston & Co. went to work at the usual time, in the hope that some adjustment of the difficulty would be reached, but, in the absence of any agreement, left their work before the noon hour arrived. The employees of James Skinner & Co. also struck on the same day.

This action on the part of the employees was at once followed by a vote of the Manufacturers' Association to close their factories; and there was brought about a general lock-out in the tanneries and currying shops of the city, all but three or four of them belonging to the Manufacturers' Association. About fifteen hundred men thus became idle, and the manufacture of grain leather was at a stand-still in the city, which, more than any other city or town, except Chicago, is pre-eminently identified with that industry.

On December 13 a communication in writing was received by this Board from the mayor of Woburn, notifying the Board of the occurrence of a strike and lock-out in that city, involving seventeen employers and fifteen hundred employees. On the same day the Board placed itself in communication with the committee representing the workmen, and they expressed their willingness to confer with the manufacturers, in the presence of the State Board, with-

out either side being bound ; or they would leave everything to the decision of the State Board. A formal application, dated December 13, was signed by the committee, requesting the Board to take the case under consideration, and give such advice as might seem proper and applicable to the circumstances of the case. The committee consisted of David F. Moreland, John J. Short, Thomas J. Fox and Dennis L. Sullivan.

The manufacturers were called upon, and, at the request of the Board, the directors of the association met the Board on December 20, and stated their position in the controversy. They expressed themselves strongly on the subject of the strike and the attempted "dictation ;" said that it was not a question of wages, for at the time of the strike the men were working under price-lists which they themselves had made, but the question was whether the manufacturers were to be at liberty to manage their own affairs without dictation from the Knights of Labor. They said further that the workmen's lists not only fixed a price for a day's work, but prescribed what amount of work should be done in the several departments of each factory. The manufacturers contended that this was impracticable and unjust ; therefore they proposed to fix a price for a day's work, and leave each manufacturer and his men to agree upon the amount of work to be done in a day ; that this was the only fair way, because hides differ in size, and there is also a difference in the quality and amount of work required upon the several sizes.

This interview had no immediate consequences, for the committee expressly stated that they were not authorized by their association to submit anything to arbitration, or even to indicate in what manner the difficulty could, in their opinion, be settled. They further stated that they would not deal with or recognize the Knights of Labor. In the course

of the conversation the attitude of the Board in the present stage of the case was stated by Mr. Barry; and the statement is here given in full, because it is equally applicable to other cases of this kind:—

It seems to me that the position of the committee is not different from that of many committees. Of course we have invited them here that we might receive from them a statement of their side of this controversy, but it is not always that committees come armed with full authority to act. Usually they express their own views as to the best mode of settlement, and receive what the Board may offer, and report back and have the matter considered by their association. But it seems to me that the statement of Mr. Ramsdell, who, I believe, is chairman of the committee, is rather brief, in the face of a trouble of such magnitude as they have in their town. Now, here are, I believe, seventeen manufacturers who certainly have a deep interest in their business; and, as I understand, some fifteen hundred employees, who no doubt need their earnings to maintain themselves and their families; and then there is the community at large. The people of Woburn certainly have an interest in this matter. And then this controversy must be settled some time; and, if there is any way in which an arrangement or a settlement could be made, it might as well be undertaken to-day as a month hence. The Board's attitude, as I understand it, is, that it stands ready to render service to either side, or both, in order to arrive at some basis or some plan by which a settlement that will be satisfactory to all concerned may be arrived at. Another object, of course, in asking these gentlemen to come here is, that the Board has heard one side of the story from the employees. Two members of the Board went to Woburn and saw the employees, and received from them their statements of the case. That, taken by itself, is an *ex parte* statement. We sought the manufacturers, and saw Mr. Duncan, who, I believe, was under the impression that he was the only manufacturer in town, at the time,—at least, we were so informed. So, of course, we could not see your people. As soon as possible, through your president, Mr. Shaw, with whom this Board had had

business previously, about a year ago, we communicated with you, and he said that he would lay the matter before your association, and he hoped that a committee would be selected to meet the Board for the purpose of giving their side of this question, in order that the Board may be properly informed about the matter, and that it may, perhaps, be in a position to suggest some plan that would be agreeable all around. What may be the attitude of the manufacturers, of course we do not know. As to what line of policy the employees may mark out for themselves, we are not certain. But there is one thing, I think, in regard to which we will all agree, that a settlement is most desirable for both sides ; that is, a settlement that would be fair, a settlement that would be satisfactory, and that would restore the pleasant relations that existed before this trouble arose between your employees and yourselves.

Now, you do not, of course, intend to have these factories remain idle all the time. No doubt most of you expect to resume business. And there is no question about the position of the employees, — that it is a necessity for them to return to work. Now, in any way that may be proposed or suggested, the Board is in a position to assist in bringing about what would be a fair settlement. The employees filed with us a notice that this controversy or trouble existed there. The mayor of the city has done the same. And the employees have gone further than that ; they have asked this Board to look into the matter and inform itself fully on all the details of the trouble, and to endeavor, by its good offices, to bring about a settlement, an understanding. But of course it goes without saying, that, if either side or both sides say that they do not want any settlement, that they do not want any such services, of course that would end it. But, gentlemen, I would presume to say that the manufacturers do desire a settlement, a fair one. It may seem too much for me to say at this stage of the proceedings, but I think I may risk saying that. And the employees have shown that they desire a settlement, by the attitude which they have taken towards this Board. As the chairman has said, the purpose of this Board is, to stop this loss, to stop the loss of production, to keep the wheels of this industry going, for the benefit of the manufacturers who are interested, for the welfare

of the people who work, and for the interests of the place. And it is also the duty of the Board, by all possible means, to have these people return to work; and all, of course, with a view to what is fair and satisfactory and what is just. Under these circumstances, if there is anything that can be done, or anything that you desire, I think it would be perfectly safe for you to have confidence in this Board, because what is said here is not to be repeated outside, to your detriment. It is only for the information of the Board, that it may act understandingly in whatever it may feel called upon to do. But, except that the Board is obliged to report on the matter,—outside of that, of course,—both sides are free agents. We cannot and do not, of course, intend to intrude upon what you consider your rights, or to dictate to you at all. We only desire, in the spirit of the law, to try to bring about a good feeling, and to restore the means whereby you can comfortably resume your business, and these men can return to work.

In concluding the interview, the wishes of the Board were thus expressed by the chairman:—

Gentlemen, we have no message, as a Board, to send to the manufacturers, except this: We would like to have this committee say to the manufacturers involved in this controversy that we are here for the purpose of attempting to settle this controversy, and we shall be only too glad if we can be at all instrumental in doing so. And we feel, if what they say is true, that, if the men were back at work, the matter of a day's work could be settled in each shop. And, if you think that matter could be settled in each shop, when the men were back at work, you can say to the manufacturers that we have no doubt that we could be of material assistance by inducing the men to go back to work in the shops under more favorable circumstances than are likely to occur in any other way. That is, there would not be the soreness that might be felt, if they went back in any other way. It remains for the manufacturers to say whether they wish to take any action in that direction, or not. If they do, then we would recommend that they appoint a committee authorized to deal with the Board. That is all. We do not ask you to deal with the Knights of Labor, nor with the workmen, except through this Board. Certainly there is

no loss of dignity in using the means that the law provides in such cases. And, if the manufacturers see fit to do anything of the kind, we would ask them to appoint a committee that is authorized to act on this matter with the Board, to the extent, at least, of stating the terms on which the manufacturers would consent to a settlement of the controversy. I suppose that is about all that we can do, under the circumstances. We cannot consider that this interview has been very productive of results. But it is also true that we cannot allow ourselves to lose sight of the state of things in Woburn. We cannot help taking an interest in it, and shall be here, accessible to anybody who is interested in it, and prepared to take such action at any time as may be deemed best for the interests of everybody. We always proceed by conciliation. There is not the first element of compulsion about us, not the slightest; and there is not the least desire on our part to do other people's business for them, or to make prices for them. The most that we could wish to do in this case, I think, is to get these workmen back into your factories as soon as possible, with a recommendation from us that they place themselves in communication with their employers under circumstances that would be most favorable to an understanding between themselves and you. You can, if you please, report to the manufacturers, whom you represent, and, if we can be of any use to them, we shall be only too happy to respond. We thank you for responding to our invitation, even though we wish that you had been authorized to go a little further. We take whatever encouragement we can get, and we are fully convinced, in this case, of the necessity, as well the wisdom, of taking one step at a time. Of course, we have no doubt that you will report to the manufacturers, and you will, perhaps, discuss what we have said. As the chairman of your committee says, you undoubtedly know more about the circumstances — the peculiar circumstances of the business — than we do. There is no doubt about that. And you will all understand a little better now, I think, than you did when you came in, just how far we assume to act.

On December 21, immediately succeeding the interview above described, the manufacturers made public the following statement: —

On behalf of the leather manufacturers of Woburn, we desire to make a brief statement of the facts which led up to the existing labor troubles in our city. It is not our desire, nor do we intend, to enter into any newspaper controversy, and after plainly stating our position shall end right here.

In the first place, the cause of our present shut-down is not a question of wages, but whether or not we shall have the management of our own business. On the morning of December 9, some of the tanners, who had for a time discontinued working in hides, were notified by a committee of the Knights of Labor that they must work in their usual number of hides each day, or their men would be ordered out. The tanners, denying the right of any body of men to dictate to them in regard to the conduct of their own business, refused to comply; and, on the morning of December 10, the yard, beam-house and outside men in the employ of James Skinner & Co. and James Houston & Co. were ordered to leave.

Immediately the directors of the Manufacturers' Association called a meeting of that body, and, after hearing the directors' report, it was unanimously voted to close our factories within thirty-six hours, for an indefinite period, as provided in the by-laws of the association. The men who struck were receiving their own price, demanded by the Knights of Labor, the new price-list adopted by the manufacturers not going into effect until the following week; so that the issue which has closed the factories of Woburn is not that of wages, but whether a manufacturer shall work in hides or do anything regarding the management of his business under the dictation of his own judgment, or under the dictation of a labor organization.

Now, while we distinctly recognize the right of labor to organize for its own protection, and have a voice in fixing the amount of wages, so long as they employ only legitimate means, we do most emphatically deny their right to interfere with any manufacturer in the conduct of his business, and, having agreed upon the price to be paid for a day's labor, to dictate to the employer just how that day's labor shall be applied.

This is practically the difference between the manufacturers' price-list and the Knights of Labor, the latter not only fixing the

day's pay, but fixing also just the amount of work to be done for that pay. We claim the right to pay for a day's work of ten hours, and have that work applied in such a manner as we may agree with our men; as the varying conditions, both as to size and quality, and the amount of labor desired to be expended upon each hide, some requiring more and some less, render it impracticable to fix a day's work that would apply with equal justice to all.

It has been asserted that the price-list posted by the manufacturers was a considerable reduction from the price they were receiving. This is not the case to any extent; all the skilled labor receiving about the same, and only a reduction of from five to ten per cent. in some of the unskilled labor, which had been forced up unreasonably high. It was made up in a spirit of fairness, with a desire to be as liberal as the condition of business would allow, and was the minimum price, every manufacturer guaranteeing not to pay any less, and in many cases more was intended to be paid to men of more than average industry and faithfulness.

In conclusion, we wish to state that the leather manufacturers of Woburn have no desire to be oppressive. We have kept our factories running and furnished steady employment to our men through a long period of business depression unparalleled in the history of the leather trade, and at a great financial loss to many of the older houses which carried large stock, upon which there has been a continual shrinkage. We stand ready to accord to each and all our employees fair and honest treatment, but we expect the same in return; and to us the vital question in the present case is not the question of wages, but the question of interference in the conduct and management of our business; and while, when existing circumstances will warrant it, we are ready at any time to make concessions in regard to pay, our position on the right to manage our own business we shall maintain to the end.

J. F. RAMSDELL,

WILLIAM BEGGS,

E. C. COTTLE,

J. S. TRUE,

ROBERT DUNCAN,

Directors Woburn Leather Manufacturers' Association.

One week later, the workmen published the following counter-statement:—

On behalf of the workingmen of the city of Woburn, we desire to reply to the statement of the Manufacturers' Association, issued December 21, and purporting to be a statement of the facts which led up to the existence of labor troubles in this city.

It will be necessary to review the situation for the past three years, to properly cover the points raised by the manufacturers. The manufacturers say, first, that the cause of the present shutdown is not a question of wages, but of dictation.

The dictation, so called, of which they complain, was not resorted to until after the manufacturers had accepted a price-list presented by the Knights of Labor, and then repudiated their acceptance of the same, and begun to dictate their own terms, as expressed in their posted price-lists, to take effect on and after December 16. Then, and not till then, can the Knights of Labor be accused of attempting to dictate further than the mere presentation of a price-list.

The manufacturers say that, having heard the report of their directors, it was voted to close all shops within thirty-six hours, for an indefinite period, which was equivalent to saying to the men, Accept our terms, or we will adopt such means of coercion as lie in our power.

Now, in all fairness we want to say that "it is human to err," and that the possibility to err is as strong with the manufacturers as with the Knights of Labor. Now, if it was not a question of wages, why did the manufacturers post a list lower than they were willing to accept one week previous to said posting? Why make a minimum price-list, when, as set forth in the by-laws of their association, the principal end to be desired is a uniform list? How can that uniformity be attained when some manufacturers admit their willingness and ability to pay a much higher rate than the posted list, while others assert their inability to pay any more, while all claim it was made so that unscrupulous manufacturers could not pay any less? It would seem that, if uniformity in wages was the end desired, all would be better satis-

fied with a list which would yield no advantage to those inclined to adopt unscrupulous methods.

Three years ago the Knights of Labor presented a price-list to the manufacturers, which they were not willing to accept, but which they were willing to arbitrate upon; and it was so agreed to by the Knights of Labor, and a price-list was prepared by the arbitration committee and presented to the men and the manufacturers. The men accepted, as they agreed to abide by the decision of the committee. Did the manufacturers accept the result of arbitration proposed by themselves? No. Why? It didn't suit, and, constituting themselves a committee of arbitration, they took the list submitted, cut it five and one-half per cent., and presented it to the men, saying they would agree to the list as arranged by themselves. At this time the most favorable conditions existed for the continuance of the fight on the part of the men, while the opposite would be the truth in regard to the manufacturers. On the part of the men, the season of the year was favorable,—spring,—and they were backed by a strong organization, able, if necessary, to make a stubborn fight. On the part of the manufacturers, business was good, and they also had considerable stock in a perishable condition. Their anxiety for a settlement was apparent from the fact that a committee from the manufacturers waited on a member of the Knights of Labor executive board at his home late at night. However, notwithstanding the favorable circumstances on the part of the men to coerce the manufacturers, they acted with extreme fairness and conservatism by accepting the list. Thus was the trouble settled, and it is well known that some of the manufacturers, presumably those of unscrupulous tendencies, never paid the prices which they had a voice in making, and which they pledged their word to pay.

In regard to the present trouble, two days after it began, the executive board of the Knights of Labor submitted their side of the case to the State Board of Arbitration, and requested them, if possible, to bring about a meeting between the manufacturers and the Knights of Labor. This the State Board was unable to do. The Knights of Labor then sent a committee to the Manufacturers'

Association, requesting them to appoint a committee with a view to effecting a settlement; and the manufacturers agreed to this, and a joint committee met Tuesday, December 24. The manufacturers' committee said they had nothing to propose, but would listen to any proposals we might submit. They also stated that the manufacturers would under no consideration concede the right to regulate the day's work. The committee from the Knights of Labor then said they would waive the matter of a day's work at present, and asked if the directors would be willing to take up the manufacturers' price-list, item by item, with a view of reaching some point of agreement that might be satisfactory to both sides when submitted for endorsement of both bodies. Yet, notwithstanding the fact that the manufacturers have steadily asserted that "it is not a question of wages," their committee refused to entertain this proposition, as they did not believe we could reach a point of agreement satisfactory to the body which they represented. Rather than have the meeting come to naught, the Knights of Labor committee submitted two propositions,— one in the shape of a price-list fifteen per cent. higher than the manufacturers', waiving the day's work; and another that the whole matter be left to a board of arbitration, to consist of five, two to be chosen by the Knights of Labor, and two by the manufacturers, and these four to choose a fifth. The meeting then closed. Thursday the joint committee again met, and the manufacturers' committee stated that their association absolutely refused to consider either proposition as submitted by the Knights of Labor committee, and that they had nothing to propose except their own price-list, and would have nothing to do with arbitration. Compare this action with that of the Knights of Labor three years ago, when the Knights of Labor, upon solicitation of manufacturers, agreed to arbitrate, although they could have refused had they so desired. Also compare statement of manufacturers, "It is not a question of wages," with the fact expressed by their action, "Our price-list or none."

The manufacturers' statement sets forth that there has been considerable depression of business for the past three years. This we admit, and also regret; but no manufacturer could have afforded

to close his shop during this continued depression, — his loss would have been less to keep it running. It is also stated that there has been a continual shrinkage. While we admit this, we would go further, and say that it has been an all-round shrinkage; and, while prices in the finished product may have lessened, the price of the stock in the rough has also lessened, and there has also been a continual shrinkage in the price of labor since three years ago, all of which should be taken into consideration in arriving at the degree of loss sustained by the manufacturers on account of the shrinkage in values, of which they complain.

During these three years there have been two regular reductions in wages, to which the men submitted without a murmur. The price-list put in three years ago raised the wages twenty per cent., and by continual reduction this has been almost wholly swept away. The price-list agreed upon by the manufacturers three years ago was seven and one-half per cent. more than the one they now propose, while the difference between the one three years ago and that now presented by the Knights of Labor is seven and one-half per cent. less.

The manufacturers say: "Now, while we distinctly recognize the right of labor to organize for its own protection, and to have a voice in fixing the amount of wages, so long as they employ only legitimate means, we do most emphatically deny their right to interfere with any manufacturer in the conduct of his business, and, having agreed upon a price to be paid for a day's labor, to dictate to the employer just how that day's labor shall be applied."

We do not desire to interfere in the management of anybody's business. We have been willing to waive the right to regulate a day's labor or the manner in which it shall be applied. We have employed legitimate means in trying to fix the amount of wages to be paid; but has our right to have a voice in fixing those wages been distinctly recognized by the manufacturers, when they, refusing to consider the matter with us, have said "so much and no more, so little and no less?"

Now, we recognize that there is limit to all things, and that any industry can only afford to pay so much for labor, and live. What this limit is in the leather business, we desire to arrive at.

We do not think it is represented by the manufacturers' list, as many say they will pay — in fact, if promises would suffice, they would all be willing to pay — more. On our side, we have striven in a spirit of fairness to discover that limit ; and we feel that, if the manufacturers would be equally fair, the limit of wages which the business would afford could soon be determined. We realize how detrimental is this struggle to the interests of the city, and also that there are many outside the manufacturers or workingmen who are affected by its continuance. The responsibility for its further continuance must needs rest with that body that will refuse all honorable means to effect a favorable settlement. The right to think and act for himself belongs as much to the workingman as to the manufacturer. One has the same right to maintain his position as the other. In view of the public loss occasioned by this difficulty, neither has a right to be stubborn, or show a disposition to rule or ruin.

That the Knights of Labor may not be accused of destroying the interests of this maiden city, or be charged with the entire responsibility for the continuance of this struggle, we now publicly declare our willingness to leave the entire matter to a local, or the State, Board of Arbitration, and request the Manufacturers' Association to join with us in adopting some means to effect a settlement of the matter in dispute between us.

EXECUTIVE COMMITTEE,

Knights of Labor.

WOBURN, December 27.

The workmen remained firm in their refusal to work for the prices set forth in the manufacturers' list, and the manufacturers on their part appeared equally determined to have nothing to do with any organization of labor. The Board kept up a communication with both parties, in the hope that some change would occur that would be favorable to a settlement, until January 4, when, through the efforts of the Board, an interview was had with the chairman of the manufacturers' committee, in consequence of which the Board, on the same day, saw the members of the workmen's

committee, and asked them to place in the hands of the State Board a list of weekly wages that would be satisfactory to the workmen as a uniform list for all the factories. Two days later, Messrs. Sullivan and Corcoran, of the Knights of Labor, called and presented a list under which the men would agree to return to work; and said that, if that list should be accepted and agreed to by the manufacturers, they would consent that the respective employers should prescribe the amount of work to be done in each department.

On January 7, the Board was notified of the desire of the manufacturers to have another interview with the workmen's representatives, before they decided upon a price-list to be submitted by them to the Board, and that such an interview had already been arranged, with hopes of coming to an understanding that would end the whole difficulty.

On the 9th, the Board was informed that the two committees had met and attempted to agree upon a list of prices, but that nothing had been accomplished; and that, therefore, the Manufacturers' Association had decided to join with the Knights of Labor in submitting to the State Board the settlement of existing difficulties at Woburn. A draft of an application having been prepared, it was taken away for further consideration, and to obtain signatures. On January 10, an application was received from the manufacturers, expressed in the following terms: —

To the Honorable the State Board of Arbitration.

The petition of J. F. Ramsdell, William Beggs, E. L. Shaw, Robert Duncan and E. C. Cottle, directors of the Woburn Leather Manufacturers' Association, of Woburn, in the Commonwealth of Massachusetts, respectfully represent that they and other members of said association are engaged in the business of manufacturing leather, and employ not less than twenty-five persons in the same general line of business, at Woburn, in said Commonwealth; that a controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between your

petitioners and their employees, to wit, those employed at said Woburn as tanners and curriers.

And your petitioners further say, that the grievances complained of, concisely stated, are as follows: The controversy relates to the amount of wages to be paid in the several departments of tanning and currying hides in Woburn. The employers respectfully request the Board to decide upon one price-list for all the factories included in the Manufacturers' Association; to fix prices that shall be fair prices for workmen of fair average skill and capacity, able to do a full day's work, said prices to be fixed on a weekly basis, and to be continued in force until Jan. 1, 1891. The employers further claim, and ask the Board to decide, that every employer shall be entitled to receive from his employees fifty-nine hours' work in each week, to be distributed through the week in such manner as the employer may decide; and, in deciding the amount of work to be required of his employees, he shall not be interfered with by any one. The employers further claim, and ask the Board to decide, that employers shall be at liberty, as heretofore, to employ boys and old men on such terms as may be mutually agreed upon. A price-list is herewith submitted by the employers, which sets forth prices that they are willing to pay, and which they say are fair to all concerned.

We agree, for the manufacturers included in our association, to abide by the decision of the Board, and that work done pending the consideration of the case by the Board shall be paid for according to the list that shall be recommended by the Board.

And your petitioners hereby promise to continue on in business, without any lock-out, until the decision of this Honorable Board, if it shall be made within three weeks of the date of filing this application.

On the same day the executive committee of the leather workers called, and joined in the application, alleging other matters for the consideration of the Board, as follows:—

And we, David F. Moreland, Dennis L. Sullivan, John J. Short, Terence J. Maguire and Cornelius J. Corcoran, of Woburn, members of the executive committee of the Knights of Labor, in

said Commonwealth, being duly authorized hereto in writing by a majority of the employees interested in the controversy or difference aforesaid, do hereby, in behalf of said employees, join in this application and present the following grievances on the part of said employees.

We do hereby join with the directors of the Manufacturers' Association in their application, with the following exceptions: We ask the Board to decide that under eighteen years shall be considered the age for those the manufacturers determine as boys, and over sixty years those the manufacturers determine old men. We agree that the amount of work to be required by the manufacturers of their employees shall and is not to be interfered with while the recommendation of the Board of Arbitration remains in force. In justification to ourselves, we would say that this concession is made by us simply to facilitate the progress of arbitration.

And the said Moreland, Sullivan, Short, Maguire and Corcoran promise for and in behalf of said employees that they will continue on at work, without any strike, until the decision of this Honorable Board, if it shall be made within three weeks of the date of filing this application.

The concluding part of the joint application was as follows: —

Wherefore your petitioners pray that this Honorable Board will inquire into the cause of said dispute, and advise the respective parties thereto what, if anything, ought to be done or submitted to by either or both, to adjust said dispute; and that no public notice be given of the hearing on this petition.

Dated this tenth day of January, A.D. 1890.

DAVID F. MORELAND.

DENNIS L. SULLIVAN.

JOHN J. SHORT.

TERENCE J. MAGUIRE.

CORNELIUS J. CORCORAN.

J. F. RAMSDELL.

WILLIAM BEGGS.

E. C. COTTLE.

ROBERT DUNCAN.

Before filing, the petition was referred to the manufacturers' committee for examination of the parts added by the workmen's committee, and was returned by them on the 11th with the statement that the manufacturers made no objection to its being filed and proceeded with. The application was accordingly filed, and the workmen were notified by telegram from the Board that the factories would be open for business on the following Monday, January 13.

On the 16th, both parties appeared for a hearing on the application, at the rooms of the Board, in Boston. Mr. J. F. Ramsdell, chairman of the manufacturers' committee, objected at the outset to proceeding with the case, for the reason, as alleged, that, since work had been resumed under the advice of the Board, two strikes had occurred,—one on the part of the setters employed by Beggs & Cobb, the other by the grainers employed by Kenney & Murphy. Reference was made to the section of the law which provides that, in case "the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further thereupon without the written consent of the adverse party."

It was contended that the workmen had failed to perform the promise made by them, which was that they would "continue on at work, without any strike, until the decision of the State Board of Arbitration, if it shall be made within three weeks of the date of filing said application."

D. F. Moreland, one of the committee who appeared in behalf of the leather workers, said that the thirty-two men who had struck had done so for the reason that an additional amount of work had been required of them; that they had acted without the sanction or approval of their executive committee, and upon their own responsibility. He said, further, that the executive committee who were present had conferred together, and, if the Board advised it, they would

telegraph at once to the strikers, and request them to return, and remain at work pending the proceedings before the State Board. Mr. Ramsdell adhered to his objection, and moved that the hearing be adjourned to a future day, in order that the agents of the workmen might have an opportunity to see what they could do.

After further discussion, and upon due consideration of all the circumstances, the Board recommended that the committee representing the workmen in this case request the employees of Beggs & Cobb and Kenney & Murphy to return to work, pending this arbitration; also that the employers interested in this case preserve, so far as possible, the status at the time of the shut-down, and require no more work to be done, pending the arbitration proceedings, than was required by them respectively at the time of the shut-down.

The hearing was then adjourned to the 20th instant.

In the mean time, the differences in the factories of Beggs & Cobb and Kenney & Murphy, which had interrupted the former hearing, were temporarily adjusted in the manner suggested by the State Board; and, at the time to which the meeting was adjourned, all parties appeared and were heard at length on the matters presented by the written application.

After a careful inspection of the work in several of the principal factories in Woburn and elsewhere, and upon full consideration of all the circumstances, the following decision was rendered on Jan. 31, 1890.

In the Matter of the Joint Application of the Leather Manufacturers' Association of Woburn and the Leather Workers in the Employ of the Members of the Association.

PETITION FILED JAN. 11, 1890.

HEARING JANUARY 16, 20.

The parties in this case unite in asking this Board to decide upon one price-list, which shall specify the amount

of wages to be paid by the week in the several tanneries and currying shops of Woburn which are included in the Manufacturers' Association of that city. It has been agreed by both parties that "work done pending the consideration of the case by the Board shall be paid for according to the list" recommended by the Board; and, further, that such list shall "be continued in force until Jan. 1, 1891."

It was also agreed between the parties that each manufacturer should be entitled to receive from his employees fifty-nine hours' work in each week, to be distributed through the week in such manner as the employer may decide; and, in deciding the amount of work to be required of his employees, he shall not be interfered with by any one while the price-list recommended by the Board shall remain in force. Thus it will appear that by this agreement the question of the amount of a day's work, or a week's work, was carefully excluded from the consideration of this Board.

The price-list hereby recommended has been made up by this Board solely with a view to fixing fair prices for men of fair average skill and capacity, who are able to do a full day's work. It has also been prepared with the understanding, assented to on both sides, that the employers shall be at liberty, as heretofore, to employ, on terms to be mutually agreed upon, boys, and also men who by reason of age or infirmity are not able to do a full day's work; also that nothing in the decision of the Board shall prevent an employer's paying to men of exceptional skill or ability higher wages than the list here recommended calls for. It is understood by all concerned that exceptional cases, such as are here referred to, will be fairly dealt with by the respective employers and their employees, and will be amicably settled by agreement of the parties interested, with due reference to all the circumstances.

In connection with the foregoing statements, the following price-list is hereby recommended by the Board:—

	Per week.
Fleshing,	\$12 00
Unhairing machine,	11 00
Unhairing by hand, and drenching,	9 50
Chorers in beam house,	9 00
Running liquors in tan-yard,	9 00
Tan-yard hands,	9 00
Teamsters with care of horses,	10 00
Teamsters without care of horses,	9 00
Tacking on,	9 00
Pitching leaches,	9 00
Running tanning mill,	9 00
Stoning jack,	9 50
Scouring machine,	11 50
Brushing machine,	9 00
Helper on scouring machine,	9 00
Rounding rough leather,	9 00
Dampening rough leather,	9 00
Fitting rough leather,	9 00
Helper on belt knife,	10 00
Shavers,	14 00
Dampening grains or splits,	9 00
Hardening grains or splits,	9 00
Mill stuffing grains or splits,	11 50
Helpers on mills,	9 00
Scouring by hand,	9 50
Choring in cellar,	9 00
Setting glove grain,	11 00
Setting grain leather,	11 00
Setting and stuffing buff,	10 00
Setting mill-stuffed splits,	9 00
Split stuffers,	9 00
Snuffers,	18 00
Cutting over and buffing,	14 00
Blacking glove, pebble or buff,	10 00
Trimming glove, pebble or buff,	9 00
Stoning glove in black,	10 00
Soft boarding glove,	9 50

	Per week.
Soft boarding and finishing buff,	\$9 50
Glassing glove,	9 50
Finishing glove,	9 00
Pebbling jack,	11 00
Polishing wheel,	13 00
Graining,	12 00
Polish finishers,	9 00
Running measuring machine,	10 00
Tying up grains and splits,	9 50
Trimming rough splits,	10 00
Whiteners,	13 50
Snuffing splits after whitening machine,	13 00
Split finishing, blacking, pasting, gumming,	9 00
Jacking splits or buff,	9 00
Choring in stuffing or finishing rooms,	9 00

Result. — The decision of the Board was accepted, and at once put into practical operation both by employers and employees. Then arose the old question of the amount of a day's work; and some of the workmen forgot, or had not clearly understood, that it had been agreed that it should be left to each employer to decide that question with his employees, without outside interference. These instances, however, were very few, and did not seriously retard the general adoption of the Board's list. The business of the city once more settled down upon the new price-list as a basis, the necessary adjustments were made in each factory without much friction, and everything has gone on smoothly and quietly for a year,—the time for which by agreement the decision was to remain in force.

HAVERHILL STRIKE AND LOCK-OUT.

On January 6, the employees in the bottoming department of the factory of J. H. Winchell & Co., of Haverhill, went

out on a strike, by reason of the refusal of the firm to accept a price-list proposed by the agents of the Boot and Shoe Workers' International Union, an organization of recent growth in Haverhill. On anticipating that a demand of this nature would be made in all the factories, the manufacturers of Haverhill had combined, and formed an association of shoe manufacturers, representing the largest factories in the city. The strike in the Winchell factory threw all the employees out of work, being about six hundred in number. The firm made no attempt to procure new hands, but referred the matter to the Manufacturers' Association, according to the rules and agreements entered into by the members of that body.

After several meetings, the association, on January 10, published the following agreement, which was signed by nine of the leading shoe manufacturers of Haverhill:—

Whereas, We regard it as absolutely essential to the general prosperity of this community and to individual success in business, that employers enjoy an unquestioned privilege to deal directly with employees in all business matters, we have entered into the following agreement:—

We, the undersigned, shoe manufacturers of Haverhill, agree that we will close our factories January 11, and will not reopen them until a majority of James H. Winchell & Co.'s men return to work, at wages not less than they were receiving when they went out, or their places are satisfactorily filled.

And we further agree that we will take similar action in case of strikes in any factory belonging to the undersigned, reduction of wages excepted.

We further agree that we will not treat with the representatives of any labor organization not already recognized.

We further agree that we will not knowingly hire or continue in our employ any help, to the injury of any signers of this agreement.

We further agree that we will severally execute a bond, suitably

drawn, to forfeit the sum of \$5,000 to the remaining signers, in case any one of us shall break this agreement.

GARDNER BROTHERS.

W. W. SPAULDING.

JAMES H. WINCHELL & Co.

JENNINGS, FRIEDMAN & STEVENS.

GALE BROTHERS.

THOMAS S. RUDDICK & SON.

CHICK BROTHERS.

JOSHUA M. STOVER.

PERLEY A. STONE.

The statement of the agents of the International Union was substantially as follows: —

A price-list was presented in good faith to J. H. Winchell & Co. Mr. Winchell said he had nothing to do with accepting the list; he would have to submit it to the Shoe and Leather Association for their determination. The agent then called upon the president of that association, stated the facts of the application made to Mr. Winchell, and asked that a meeting of the association be held. The president refused to call a meeting, and said that he would never call the association together to consider any proposition emanating from the labor organization which presented the price-list. He was then informed that thereafter the manufacturers would be dealt with as individuals, and that the association would not be recognized. The result of this interview was reported to Mr. Winchell, and the strike followed.

On Monday, the 13th, the threatened lock-out took effect, and about three thousand workmen and workwomen were left without an occupation. There was no breach of the peace, but public meetings were held, speeches were made, and the columns of the daily papers were freely used in

carrying on the "fight" between organized labor and organized capital.

There seemed to be no possibility of a settlement, for the reason that the manufacturers asserted that under no circumstances would they deal with any representative of a labor organization, or recognize any such body, except the Lasters' Union. They had had enough of dictation, in the past, and would have no more of it. On the other hand, the employees contended that it was as proper for them to combine, and to act through their agents, as it was for the manufacturers to do so; and that questions of wages ought to be settled on their merits, without objection to the organization on one side or the other being raised.

On the 15th the following statement was given to the press by J. H. Winchell & Co., in whose factory the difficulty began: —

To whom it may concern.

A statement of the true state of affairs in our factory. One week before the strike we were employing about six hundred and eighteen hands, and they were all earning good pay, and apparently everybody was satisfied, and things were moving along smoothly. On Saturday morning, January 4, Mr. Moulton presented us a price-list which he said he wanted to put up in our shop. As this was a general price-list, and was one he said he intended to put throughout the city, we referred him to Mr. Gardner, the president of the Manufacturers' Association, of which we are a member, telling him at the time we could not accept any general price-list. That the public may more fully understand the situation of the Manufacturers' Association, it would be well to state that just before the adjournment of the meeting two years ago they voted that each manufacturer should settle individually with his workmen; but, when a general price-list comes to be put in and a settlement required by the organization on the price-list, which interests all other men as well as ourselves, we had no power to

accept it, and, of course, it was our duty to bring the same before the Manufacturers' Association, which we did.

The price-list was 44 cents on 60 pairs of women's shoes, more than we are paying now; and, as no firm in Haverhill manufactures as cheap a line of goods as we do, we could not do it and live six months. Last year we made a little over 24,000 cases of shoes, and we considered \$1 profit a good one; and you can see that it netted us a good income, if we had made it. As regards grinding down our workmen, every man, woman or child that ever worked for us knows that is a falsehood; and when Mr. Skeffington says we are the most aggressive, he either said what he did not know, or was wrongfully informed. As for leading the cut-down, it is something we have never done; and, as far as following after any one else to try to beat them in the price-list, the wages earned by the men will speak for themselves. Furthermore, two years ago we commenced to give our day help, through July and August, Saturday afternoon half-holidays, and paying them for a full week's work, which amounted to between \$600 and \$700. Last summer we did the same thing; but, as we were employing so much more help, the pay-roll was much larger, and we gave them in all nearly \$1,200, the two years amounting to nearly \$1,800. This does not appear to be very aggressive, especially when you take into consideration that no other man in the city of Haverhill has ever done it. To our knowledge, one firm started out last summer to do it, but we understand they did it two weeks, and then dropped it. This firm, we would state, is not among the nine.

A member of a large firm in the city, who manufacture a nice grade of goods, looking over our price-list, in company with two or three other gentlemen, said he did not see how he could keep any workmen in his shop when J. H. Winchell & Co. were paying those prices, referring at the time to the price-list; "for, their grade of work being so much lower than mine," he would suppose that his men would leave him at any time and go to work for us.

As far as the nine manufacturers closing their shops to aid us in the strike, the general public have a very wrong impression, for we are the greatest sufferers of the nine. We could not accept

this price-list, as above stated, consequently we were obliged to close our business one week before they did, so you will see that we closed for them, instead of their closing for us. We do not wish to be justified when we are in the wrong.

A gentleman who is doing a large business here in the city, not a shoe manufacturer, during a conversation the other day, said we had done business enough in Haverhill so that we ought to be worth half a million dollars; and, if we had been as aggressive as we are accused of being, we might have been. It has always been our intention to pay as good prices for the same grade of work as any of our competitors. It is true that the price-list is lower than it was three years ago, but you must consider that there has been a great deal of improved machinery put in, that enables the men to work at less price by the piece and yet accomplish a great deal more work. In looking over the books of three years ago, when the price was somewhat higher than it is now, we find that in most instances our workmen were not earning as much money as they are now; in a few cases some men were earning a great deal more at that time, while others were earning less, and the price was not so equal as it is now.

We need not call the attention of the general public to the situation of affairs to-day, and to the growth of the city during the past two years, in comparison to that of four or six years ago. Real estate is much higher; every retail store throughout the city is occupied and apparently doing good business; manufacturers all over the country are concentrating their minds on Haverhill, and we were fast becoming the great shoe city of the world; everybody seemed to be employed, and everybody seemed to be happy, and a general good feeling seemed to prevail throughout the city; real estate has taken a greater boom than the history of Haverhill ever knew, and the prospect ahead was never brighter. We do not say to-day that Haverhill has had its death-blow, for there are too many of us who have been through this same thing before; and, if we only stand firm and united, we may yet bring about a settlement, and restore business and continue the prosperity of the city.

J. H. WINCHELL & Co.

The views of the shoemakers were further expressed by their agents as follows:—

This struggle is just. Two years ago the beaters-out were getting fifty cents a case. To-day they are only paying thirty cents a case. What is the reason? Simply because the shoemakers of this town have in the past preferred to pay their dues to the manufacturer rather than to the union. They have let their organization go to pieces on that account, and the manufacturers have not been slow to reap a substantial benefit from that fact.

We have been asked why we have come to this town to disturb its prosperous condition. The manufacturers point to the amount of business done in the past two years, to the new factories which have gone up, the new houses, etc. Yes, perhaps it has been prosperous,—to the manufacturers. We poor shoemakers, however, have not been so prosperous. It is, in our opinion, about time we enjoyed some of this prosperity in our turn. This is what the union is trying to accomplish,—to bring some prosperity to the shoemaker instead of it all going to the manufacturer. We want the Haverhill manufacturer to pay at least as much as the country manufacturer of Maine or New Hampshire. There ought to be some standard price by which one manufacturer could not get an advantage over his competitor by paying less for his labor. As it is to-day, the manufacturer in Haverhill sits down and figures up the cost of his stock and every other element of cost in the shoe, except labor. That is the last item. He then goes to work to cut down wages, and then he takes the orders. It must be a fool of a drummer who cannot go out and get a bundle of orders when he is selling goods five cents a pair less than all others.

The Boot and Shoe Workers' International Union, that was hardly known here three weeks ago, has been organized principally by the manufacturers themselves, who have organized men in less than a week that we could not reach, or whom it would take us months to persuade to join the union. They are obliged, whether they wish it or not, to cast in their lot with the union. They might as well be in out of the cold. At the time the trouble commenced, we were few in numbers. To-day, at the end of a

week, we have about three thousand members; and, if they keep this up another week longer, we shall have three thousand more.

Notice in writing, as provided by law, was given to this Board, January 15, by the mayor of Haverhill, of the occurrence of a strike and lock-out; and on the same day the Board mailed the following letter to the persons to whom it is addressed,— H. C. Moulton, being the agent of the Boot and Shoe Workers' International Union; S. P. Gardner, president of the Manufacturers' Association; and J. H. Winchell, the employer first affected by the controversy:—

JANUARY 15, 1890.

Messrs. H. C. MOULTON, S. P. GARDNER and J. H. WINCHELL, *Haverhill, Mass.*

GENTLEMEN:—In view of the fact, which has come to the knowledge of this Board, that a strike and lock-out have occurred in some of the shoe factories of Haverhill, and it being the duty of the Board, under the law, to place itself in communication with both parties to the controversy, we take this means of reminding all parties concerned that the Board is established by the law of the State, for the purpose of assisting in the settlement of differences between employers and employees, by mediation or arbitration, without expense to the parties or interruption to business.

In the firm belief that all controversies of this nature can best be settled by calm discussion leading to arbitration either by the State Board or by a local board, we send this letter to you, and have forwarded duplicates to representatives of other interests involved in the dispute; and you are notified that the Board will visit Haverhill on Friday next, for the purpose of conferring directly, and to the best advantage, with all concerned.

The Board expects to arrive in Haverhill at 11 o'clock A.M., and will go at once to the Eagle House, in the expectation that you will call there as soon as may be after the arrival of the Board, and afford the Board such information as you may be pleased to give.

Any information or assistance that you can render the Board in

the discharge of its difficult and delicate duties under the law will be fully appreciated.

Respectfully,

CHARLES H. WALCOTT,

RICHARD P. BARRY,

EZRA DAVOL,

State Board of Arbitration.

On the morning of the 17th the manufacturers furnished to the press the following statements : —

The manufacturers were confronted then by this condition of things : Two men, representing an organization with which they (the manufacturers) have never dealt, and about whose theories, leadership, plans, discretion and management they knew little, appeared in a large Haverhill shop where the employees had made no request for a change of wages, and, presenting a price-list about which the employers had not been consulted, demanded that it be posted, and announced that, if it were not, the shop would be struck. This programme was carried out in detail.

The other manufacturers had learned that this was the beginning of a movement which was to establish a standard price for labor. They knew that the selection of Mr. Winchell's shop was made because it was thought that he would be more likely to surrender than any other large shop ; and that the movement upon their own shops would follow, and, if they refused to comply with the demand to post the price-list, their shops would be struck, as Mr. Winchell's was. But one course was open to them. Their employees had combined against them, and the only question was whether their shops should be closed by others, or by themselves. They chose the latter alternative, merely anticipating the inevitable result of the plan of campaign announced by the leaders of the movement.

The position of the combined manufacturers should be clearly understood. It has been grossly misrepresented. Messrs. Skeffington and Moulton, in their appeal "to the organized and unorganized shoe workers of New England," issued January 11,

say: "The shoemakers of this city have been threatened by the Shoe and Leather Association that, *unless they submit to the reductions offered by the manufacturers*, the latter will declare a wholesale lock-out." Nothing could be further from the truth. In their document, signed by them, which has been published, they agreed to close until a majority of Winchell & Co.'s men return to work "*at wages not less than they were receiving when they went out*," and they further agreed that they would stand by each other in any strikes in their shops, "*reduction of wages excepted*." Here is a distinct agreement to stand together against strikes, *except for reduction of wages* (practically an agreement that they would *not* support each other in a reduction of wages).

This document was before the public when Messrs. Moulton and Skeffington wrote and published an address over their own signatures, declaring that the shoemakers of Haverhill had been threatened by the association with a lock-out, unless they submit to the reduction of wages offered by the manufacturers. It is not worth while to characterize this more strongly than as a deliberate attempt to deceive the people, and to gain sympathy by a declaration based upon the assumption that the mechanics will believe anything which their leaders may tell them, whether true or not. We believe that their assumption is unfounded, and that they will refuse to follow such leaders, who raise a false issue and support it with misstatement.

The combined manufacturers have no controversy with their employees in regard to wages. They have been, and are, willing and anxious to consider all grievances and complaints, and to meet all questions of wages, and to discuss them fully and freely whenever they arise, with a view to an equitable adjustment. They have believed in individual action. They have had no association meetings for two years and a half. Each manufacturer has managed his business to suit himself, fixing his own prices for material, labor and finished goods. There has been no organization of manufacturers against the interests of their employees, and the prices paid for work have varied as widely as the character of the goods produced.

In their action, their thought has not been so much of Mr.

Winchell as of their own interests, and those of their employees. The prices he pays for labor are immaterial to the other manufacturers, who have had no interest in any reduction he may have made, if any, in wages, or in any advance which he might make. They are contending for a principle, — for the right to deal with their own employees. They do not like the imputation upon their men, that they are not capable of managing their own affairs, and must therefore have their business done for them by men from out of town, who are certainly no more competent than scores of Haverhill workmen, and who cannot be as intelligent in regard to local affairs. They felt that their own business was imperilled by the action taken in the case of Winchell & Co.; and, knowing that it was only the first movement in an organized campaign, which involved all the Haverhill shops, organized in their own defence, and closed their own shops, rather than have them closed by others.

W. W. SPAULDING,

Secretary of Shoe and Leather Association.

On Friday, the 17th, the full Board went to Haverhill, in accordance with notice previously given, and, after calling on the mayor, they were met at the city hall by Mr. S. P. Gardner, John E. Gale and J. H. Winchell, representing the Manufacturers' Association, and Messrs. H. J. Skeffington and H. C. Moulton, representing the workmen's union. Reporters and others who were present were informed that the Board had not proposed to have a public hearing, which would simply give occasion for the repetition of charges and counter-charges which had already been made to do service in the papers; but that certain gentlemen, representing all parties to the controversy, had been invited to meet the Board for the purpose of conferring together, and agreeing upon some settlement, if possible. Thereupon the Board retired with the gentlemen named as representatives of the parties involved, and the situation was discussed for five hours with freedom and candor, but with courtesy, and with

a growing desire on both sides to find some way out of the difficulty.

In reply to inquiries from the Board, the manufacturers said that, when the difficulty about wages in the Winchell factory should be settled, there would be nothing to prevent a reopening of all the other factories. They professed to have acted not from a desire to reduce wages, or because of any unwillingness to consider or discuss, at any time, with their employees, questions which might arise between them; but what they had done was done in self-defence, and because they had reason to believe that the movement for higher wages in the factory in which the strike began was only a prelude to a general attack which was to be made all along the line.

The representatives of the operatives made detailed statements of their position, Mr. Moulton saying that he never meant to insist absolutely upon the acceptance of the list as presented, without any discussion. He said further that the list was not presented as a "general list," for the reason that he realized as fully as any one that a general price-list for all the manufacturers was an impossibility. He believed, however, that, among manufacturers making the same grade of shoes and working on the same system, a uniform price-list might be established. Mr. Skeffington expressed himself ready to accept any reasonable suggestion that might be offered by the State Board.

After much discussion had been had, and several plans of settlement had been suggested by one or more of those present, the State Board finally submitted the following recommendations, which were approved and accepted by all present, and were offered by the Board as a practicable scheme for removing all causes of controversy:—

"At a conference of the leading representatives of the Manufacturers' Association and representatives of the work-

ingmen now on strike or locked out, the State Board of Arbitration, after a full discussion of the matters involved in the controversy, and for the purpose of effecting a settlement of the same, recommends that Messrs. Skeffington and Moulton, officers of the Boot and Shoe Workers' International Union, request that the employees of Messrs. J. H. Winchell & Co., now on strike, return to work on Monday next, under the assurance which Mr. Winchell has given to the State Board, that he will do all in his power to make a settlement with his employees on a fair and equitable basis, failing which, their differences shall be referred to a local board of arbitration, or to the State Board of Arbitration. In making this recommendation, it is understood by the State Board that, should the advice here offered be accepted by the organization represented by Messrs. Skeffington and Moulton, such action ought not to be considered a precedent to prevent future settlements through the agencies approved by their organization."

The suggestions of the Board were promptly accepted, and adopted by all concerned.

All the factories were opened on the following Monday, negotiations were at once opened between Messrs. Winchell & Co. and their employees, and on the 29th the Board was notified that all matters in dispute in that factory had been settled by agreement.

The evident sense of relief and satisfaction which pervaded the city of Haverhill and extended even beyond the limits of the city, supplied new evidence of the public concern excited by controversies of this character, and of gratification that, when such disputes occur, there is near at hand a Board responsible to the people, ready to act and advise impartially, with a view to the restoration of that harmony which is essential to the prosperity and welfare of a self-governing people.

H. H. BROWN & Co.—NATICK.

On February 19, a notice was received from H. H. Brown & Co. of Natick, shoe manufacturers, that a strike had occurred, on the 18th, in the stitching department of their factory. The cause assigned was the discharge of one of the employees, for the reason, as alleged, that he had absented himself from his work without leave or reasonable excuse. The employers desired the mediation of the Board, and accordingly, on the same day, the Board procured the attendance of two agents of the union to which the striking employees belonged. An interview was had with a member of the firm, in the presence of the Board, in Boston, and a course of action by the parties was determined upon, with a view to a just arrangement of the difficulty. It was understood that, in case the attempt at any agreement proved unsuccessful, the Board would go to Natick on receipt of notice from either side.

The men returned to work, pending negotiations, which continued between the parties for some time; and the discharged employee was at last re-instated by the firm.

FREESTONE CUTTERS—BOSTON AND ELSEWHERE.

In the latter part of February began an obstinate controversy between the freestone cutters of Boston and the contractors by whom they were employed. The firm of Evans & Tombs, contractors, being unable to get as many men as they desired from the Journeymen Freestone Cutters' Union, hired marble cutters to work on marble, which was to be used in the construction of buildings in Boston. The claim of the union was that all kinds of outside building work, in marble and done with a mallet, must be done by members of their union. To avoid a conflict with the union on this

ground, the proposition was made that the union admit the new men to membership. This was denied. The contractors on their part complained that the rules of the union concerning apprenticeships were illiberal, and calculated to keep down the number of skilled workmen available for employment, although work of this kind was increasing rapidly in this vicinity from year to year.

The contractors failing to accept the position of the union, three non-union men were hired in the yard of Evans & Tombs on February 26, and thereupon thirty-six union men threw up their work. The controversy, having been anticipated, was taken up by an association of employers extending through New England, and called the Freestone Contractors' Association of New England. The association decided to support Evans & Tombs in the position taken by them, and, as a retaliatory measure, voted to lock out all the men in their employ belonging to the union throughout New England, unless the union should consent,—

1. That the books of the union should always be open to admit any competent freestone cutter to membership;
2. That the rule as to apprentices should be so modified that American boys might be permitted to learn the art of carving stone; and
3. That marble cutters should be allowed to work on marble building work.

Notice of this action on the part of the contractors was posted in the several yards of the association, and on February 28, all the union men, to the number of about 700 in Boston, left work. The notice was in one instance as follows:—

On and after this date the members of the Freestone Contractors' Association of New England have decided to close their work to the Journeymen Freestone Cutters' Union until the said union rescinds or amends such acts as denial of membership in the

union to any and all applicants, and interference with marble cutting, as well as other arbitrary practices. Employment will be given to men who do not sustain such arbitrary acts.

Similar notices were posted in Springfield and elsewhere, and in each instance a cessation of industry was the result. It was thought by some that the contractors were influenced by a desire to lower wages, as well as by apprehension of a demand for an eight-hour day. This was disclaimed by the contractors, and their real attitude was said to be as is stated above.

On March 3, the following statement was made public by the contractors. The suggestion of "a permanent court of arbitration" is especially noteworthy:—

To the Public.

At a meeting of the Freestone Contractors' Association, held February 17 last, Messrs. Evans & Tombs brought before the members the fact that the journeymen's union had ordered all the freestone cutters at work for Evans & Tombs to stop work, because marble cutters were employed by them to cut and carve certain marble. The firm replied that they were perfectly willing to employ union freestone cutters to do the work, if competent men were available; but, as they were not, they must go on with marble cutters. The freestone cutters stopped work, and Messrs. Evans & Tombs asked the advice of the association.

The association gave lengthy consideration to the question, and unanimously passed a resolution indorsing the action of Evans & Tombs in refusing to discharge the marble cutters, and also agreed not to employ any of the freestone cutters leaving their employment under such circumstances. A committee was appointed to convey the action of the meeting to the union, and demand that the action in relation to the marble cutters be rescinded.

This committee reported back on the 20th of February following, that the union would not change its action.

The association then passed resolutions condemning the union for not allowing other journeymen to join or marble cutters to cut

marble, and decided that all members of the association should lock out February 28, as well as appointing a committee to prepare a "code of practice" for the future conduct of the freestone business.

At a meeting of the association, held this day, the committee appointed on February 20 reported as follows:—

We find that the Journeymen Freestone Cutters' Association of this vicinity, acting in general harmony with other associations of the same trade throughout the country, has been able to establish many customs and practices in the yards and on the work of their employers, most arbitrary, oppressive and improper.

We find that the customs and practices have been deliberately formulated by the workmen in all cases without consultation with their employers, and have often been enforced without even the courtesy of a notice.

We submit herewith a partial summary of these practices, beginning with the most recent and going back to those longest suffered, well knowing that it will be impossible to name them all, for each individual contractor has had experiences which, if recorded, would stretch the list out to an unnecessary extent; but we are thoroughly convinced that the indictment here drawn will satisfy any unprejudiced person that the freestone contractors have been subjected to such intolerable conditions by the workmen that the ordinary relations of employer and employed have been almost reversed, and that the time has come to "call a halt."

First. The union has refused for many months to admit any man to membership, no matter how good a workman he might be, although it at the same time would not permit any of its members to work with a man unless he did belong to the union. This course which the union has adopted is unquestionably actionable; but our purpose at present is only to state the facts,—the remedy will come later.

In making this statement, it is proper to mention that during all this time the employers have been very much in need of workmen, therefore the intent of the union may plainly be seen to be to create an artificial scarcity in the supply of stonecutters.

Second. The union has declared that no marble cutters not members of the Freestone Cutters' Union shall be permitted to cut marble work that enters into the structure of a building,—that all such work must be done by freestone cutters. This declaration is made in face of the fact that there are no such marble cutters, or substantially none, in the Freestone Cutters' Union.

It must also be borne in mind that the marble cutters all belong to a union of their own, and claim the right to cut the marble.

Third. The union has decreed that all workmen must be paid "a level price;" that is, each man, however incompetent he may be, so long as he is a member of the union, must be paid the same price as the very best workman in the yard. If an employer engage one of these poorer workmen at such price as he may deem him to be worth, the employer is fined.

Fourth. The union has in many cases ordered that all workmen be paid at a certain hour of a certain day, which order has been so stringently enforced that in several cases a few moments' delay beyond the stipulated hour, although the workmen all received their pay within one hour of the set time, has resulted in heavy fines being imposed upon the unfortunate employers, and payment thereof enforced by the withdrawal of all men until the sum was forthcoming.

Fifth. The union has often used and is still using its "might is right" doctrine to interfere with the manifest prerogative of the employer to select his foreman, and has procured desired results by ordering all men to refuse to work under a certain foreman, so that it is frequently the case that men not the choice of the employer are foreman and directors in their yards; in point of fact, the direction of their own work is taken deliberately out of their hands. In some cases even the employer himself has not been permitted to order a stroke of work done on his own premises.

Sixth. One of the most offensive attempts against the rights of the individual, and one which has resulted in quite as much harm to the public as to the contractors, but which the latter have felt more keenly because brought more closely in contact with it, has been the action of the union in regard to apprentices.

It has openly expressed the determination to practically prevent American youths from learning the freestone business, by restricting the number of apprentices which a contractor may take on to such narrow limits that in a comparatively few years the supply of artisans would be even more limited than now.

This effort to restrict the liberty of the individual to engage in any pursuit which he may choose to follow is surely contrary to the American idea.

Seventh. The union has encroached upon a trade or profession distinct from that properly comprehended in its scope, and forced those following it to abandon their work whenever it was the good pleasure of the union to order a strike.

Artists and carvers in stone, whose work is of an entirely different character, not interfering in any way with the work of the

freestone cutter proper, have been obliged to drop their tools whenever a demand was made by the union, although the demand in no way affected their work or their labor. The absurdity of the proposition, though great, is not comparable to the deliberate and malicious intent to cripple the employer in order to force him more quickly to terms, regardless of right or reason.

Eighth. The union has “banished” from all stone-cutting employment in Boston and vicinity (and sometimes the territory included the whole country) workmen suspected of working at less than the union prices, although totally failing to prove that the men were so working. The term of banishment has varied from seven to twenty-five years, and the workmen accused have never been given an opportunity to be heard in their own defence, neither was the testimony of their employers permitted. The banishment was effected by the withdrawal of all other workmen if the “banned” man was employed in any yard in the territory named.

Ninth. The union has established a rule so that, if a member happens to journey out of the country, he is treated as a perfect stranger on his return, no matter how short his stay, and regardless of the fact that he may have paid all his dues while absent. If the books of the union be open on his return, he must pay anew his admission fee, but if the books be closed, as now, he is denied admission altogether, and thus prevented from working at his trade.

Tenth. The union has frequently supported its members in infractions of agreements with their employers, by forcing the latter to ignore such infraction.

Eleventh. The union has arbitrarily fixed the amount of work which a man may be permitted to accomplish in a day, and has in several cases severely fined workmen for going beyond this limit.

Finally. The union has established its hold over the conduct of work so firmly that for the most trivial causes, sometimes for purely imaginary ones, tools are dropped without ceremony or notice, work delayed, and the employers’ interests sacrificed, while they are denied all opportunity for hearing and redress.

Having thus recited some of the more prominent of the improper acts of the unions, your committee desires to call attention to the fact that the blame for this aggravated condition of things does not rest entirely upon the workmen; for, had the employers been wise enough, several years ago, to form an organization of their own, they would surely have been able to prevent many of their overt acts, and by this time have secured a more harmonious and safe relation between the workmen and themselves.

The present situation is an impressive illustration of the extent to which a strongly organized body of men may override the rights

of others, and, becoming arrogant through lack of organized opposition, finally produce a reaction, and seriously weaken their just claims for recognition.

Your committee trusts that, in the emergency which now confronts our special calling, the spirit of crushing, conquering, retaliating may not have any place in the minds of the members of this body; but, while exhibiting a proper indignation, that we simply permit ourselves to insist upon a readjustment of our relations with the workmen, on lines which shall fairly represent the rights of all concerned, unbiased by acts of the past.

With these conclusions in view, and following out the instructions given them, your committee now present an outline of the policy and practice which they believe should prevail in the future between employers and workmen in the freestone cutting trade, for the safe and proper conduct of business and the protection of all interested, covering certain points at present in dispute, which policy and practice may be amplified and enlarged so as to comprehend other relations between the two parties, not herein set forth: —

First. The supply of artisans not to be artificially restricted by the denial of membership of the unions to competent journeymen applying for admission.

Second. Foremen not to be necessarily members of unions, at all events not to be subject to rules and conditions of the unions which shall prevent employers from having free choice of foremen, and from having sole charge and direction of their acts. Workmen to have opportunity for redress in case of improper treatment by foreman.

Third. The number of apprentices which each employer may put at practice not to be limited, but each employer to be required to take on at least one new lad for instruction each year, the limit of the term of apprenticeship being understood to be four years, and the compensation for the same to be regulated and fixed by the Contractors' Association.

Apprentices not to be eligible to membership in the unions, and during their term of service not to be interfered with by the unions. Apprentices abandoning the work of their employers during a strike or at any time to forfeit their positions, and no members of the Contractors' Association to employ them or put them at work. Apprentices to have opportunity for redress in case of improper treatment by their employers.

Fourth. Admission fees to the union should be limited to a sum commensurate to the ability of the average freestone cutter to pay, so that he may not unnecessarily impoverish himself by paying

them. Fees should not be more than say \$25, but, on the contrary, should be much less.

Fifth. No member of the unions to be obliged to forfeit his membership on account of temporary absence from the country, provided it be not shown that he has regularly established the practice to enable him to reap the benefits of employment in this country and avoid the responsibilities of citizenship here.

Sixth. Artists and carvers to be considered a distinct trade, and such workmen not to be interfered with in their employment on account of any action taken by the freestone cutters.

Seventh. Work upon marble in any form not to be classed as freestone work, and men employed upon it not to be interfered with, or their employers embarrassed on account of having such workmen in their employment.

Eighth. Payment for all labor performed (except apprentice work) to be adjusted at a price "per hour," instead of "by the day," and no labor to be paid for that is not actually rendered.

Ninth. The price per hour paid to workmen to be a matter of agreement between the individual workman and the individual employer, it being annually agreed and understood between the Contractors' Association and the unions what the "average price" for competent workmen shall be, allowing that manifest superiority or manifest inferiority of workmen may permit occasional deviation either above or below the said average price. No withdrawal of workmen to be countenanced on account of such proper deviation, or because employers may not choose to employ certain workmen at any price.

Tenth. The laws of the Commonwealth being sufficient to secure all workmen in obtaining payment for their services at short and regular intervals, no further arbitrary efforts to be made by the unions to force payment at a certain hour of a certain day; but each and every workman to be given opportunity for redress in case he does not receive his wages with reasonable promptness on regular pay-days agreed upon with his employer; the ordinary custom as to regular pay-day to be a matter of mutual understanding between the Contractors' Association and the unions.

Eleventh. No further attempts to blackmail or blacklist a man so that he cannot obtain employment at his trade.

Twelfth. The number of hours' labor that will be required in the limits of a day to be annually and mutually agreed upon by the Contractors' Association and the union.

Thirteenth. Whatever the number of hours agreed upon may be, it to be understood and agreed that, when workmen are engaged "fitting" stone for stone-setters, they are to work the same num-

ber of hours as the stone-setters, whether the fitting be done at the yard or at the buildings. This is to prevent embarrassment or delay to stone-setters in the conduct of their work.

Fourteenth. No arbitrary limit to be fixed as to the amount of work which a workman may do in a given time, but all workmen to be given an opportunity to develop superiority either in quality of work done or speed of accomplishment.

Fifteenth. The employers to have equal rights of hearing and redress with those of the workmen in all matters where there may be cause to demand them.

Your committee recommend that it be plainly stated that, in this undertaking of the Freestone Contractors' Association to establish a system for the conduct of work which shall be more just and equitable, no attempt is made to injure or destroy the Journeymen's Association or union; that, on the contrary, it is the wish of the contractors that the union should grow and flourish, and that it may so grow and flourish the present effort is simply to prune away certain rank and noxious growth which not only threatens the safety and prosperity of employers as business men, but which also menaces the welfare and even life of the unions.

Your committee also recommends that the association claim, for all men employed during the settlement of this dispute, that their rights, if they be already members of the union, shall not be disturbed; and, if they have not previously been members, that they shall not be debarred from membership under usual and ordinary conditions. It should be distinctly understood that the contractors propose to give all such workmen proper protection in their employment, in accordance with any agreements made with them.

Your committee now reaches the most important part of the duty assigned to it; namely, the recommendation of a plan by and through which the reforms suggested may be achieved without ignoring the rights of either workmen or employers, and without neglecting the advantage which the existence of organizations on both sides secures. Disputes and differences of opinion are bound to occur as long as the two relations exist; and the manner of settling the present accumulations of grievances should be so just and fair that it may be used as the key to unlock all future complications.

Your committee recommends that a permanent court of arbitration be established, to which all of our present grievances and all grievances of the workmen (if any such exist) be presented for settlement.

This court to be formed of three members of the Contractors' Association and three members of the Journeymen's Association,

with a seventh man as judge or arbiter, to be selected by the six first named from some profession or business in no way connected with the freestone business or any of the building trades. This arbiter to be preferably a judge of some one of our higher courts in New England. This arbiter or umpire to sit in all meetings of the committee, and to have the deciding vote when the balance of the committee cannot agree.

The umpire to be paid a proper fee for his services, the expenses to be equally divided between the two associations interested. All findings of this court of arbitration on matters submitted to it to be accepted as final by both parties as associations, and by all members of each association as individuals.

Whatever disputes occur in the future to be immediately referred to this permanent court of arbitration, and no withdrawal of workmen to be permitted, but work to go on undisturbed, and the judgment of the court be assented to, when announced, without disturbance of any kind.

BOSTON, March 3.

On March 7, the following reply to the contractors' public statement was published by the union:—

First. The supply of artisans not to be artificially restricted by the denial of membership of the unions to competent journeymen applying for admission.

This union decides that the members of a craft are the only persons competent to determine who are suitable to become members of any trade organization. It is not the aim of this union to injure any person or persons, but its object is to advance the welfare of the entire community. For such noble purpose this union must reserve the unrestricted right to judge as to who is a competent person to become a member.

Second. Foremen not to be necessarily members of unions, at all events not to be subject to rules and conditions of the unions which shall prevent employers from having free choice of foremen, and from having sole charge and direction of their acts. Workmen to have opportunity for redress in case of improper treatment by foremen.

In reply to this demand, the union must stand by its old rule, that "foremen shall be members of the union," for obvious and

substantial reasons, they being that a foreman must be a practical stonemason, and, as a consequence, must be a member of the union in order to have been or to be appointed as foreman. As the foreman is liable to become a journeyman at any moment, we believe that it is an advantage for the foreman to belong to the union, and by so being much trouble is saved both employer and employee.

Third. The number of apprentices which each employer may put at practice not to be limited, but each employer to be required to take on at least one new lad for instruction each year, the limit of the term of apprenticeship being understood to be four years, and the compensation for the same to be regulated and fixed by the Contractors' Association. Apprentices not to be eligible to membership in the unions, and during their term of service not to be interfered with by the unions. Apprentices abandoning the work of their employers during a strike, or at any time, to forfeit their positions, and no members of the Contractors' Association to employ them or put them at work. Apprentices to have opportunity for redress in case of improper treatment by their employers.

This union cannot adopt said rule, for the reason that to do so would result in flooding the market with a large number of incompetent workmen, who would lower the wages of competent tradesmen. The union has never interfered with apprentices, excepting in so far as to limit their number; and we believe from experience that our existing limitation rule is equitable, and such as will best conserve the interests of the owners of buildings, as well as the interest of the trade.

Fourth. Admission fees to the union should be limited to a sum commensurate to the ability of the average freestone cutter to pay, so that he may not unnecessarily impoverish himself by paying them. Fees should not be more than, say \$25, but, on the contrary, should be much less.

This union does not recognize the right of persons outside of the union to dictate as to what its initiation fee shall be. Possessing the undoubted right to determine who shall, or shall not, be a member of the union, we have the absolute right to say what initiation fee shall be paid. The contractors place their fee at \$100,

without qualification and without asking any one's opinion, while this union admits some members having a card upon payment of 35 cents, others upon payment of \$10, and apprentices serving time in Boston for \$5. We believe that an intelligent person will decide that your organization, in its laws governing initiation, is far more arbitrary than the Journeymen Freestone Cutters' Union.

Fifth. No member of the union to be obliged to forfeit his membership on account of temporary absence from the country, provided it be not shown that he has regularly established the practice to enable him to reap the benefits of employment in this country, and avoid the responsibilities of citizenship here.

This union cannot and has no cause to adopt such a rule, as the union does not restrict members leaving the country, excepting those who make a practice of coming here during the busy season and upon the decline of business returning to the old country, thus avoiding citizenship and spending their entire earnings in other countries, and by so doing lowering wages and diminishing the wealth of the United States.

Sixth. Artists and carvers to be considered a distinct trade, and such workmen not to be interfered with in their employment on account of any action taken by the freestone cutters.

This cannot be adopted, as the artists and carvers desire to and are now affiliated with the Journeymen Freestone Cutters' Union.

Seventh. Work upon marble in any form not to be classed as freestone work, and men employed upon it not to be interfered with, or their employers embarrassed on account of having such workmen in their employment.

This cannot be adopted, as the freestone cutters believe that marble-building work should be classed as stonework, and the marble cutters and freestone cutters will and are competent to mutually adjust any difference, and agree as to who is entitled to cut any or all portions of the marble-building work.

Eighth. Payment for all labor performed (except apprentice work) to be adjusted at a price "per hour," instead of "by the day," and no labor to be paid for that is not actually rendered.

The Journeymen Freestone Cutters' Union adopts this proposition as a rule of the union unanimously.

Ninth. The price per hour paid to workmen to be a matter of agreement between the individual workmen and the individual employer, it being annually agreed and understood between the Contractors' Association and the unions what the "average price" for competent workmen shall be, allowing that manifest superiority or manifest inferiority of workmen may permit occasional deviation either above or below the said average price. No withdrawal of workmen to be countenanced on account of such proper deviation, or because employers may not choose to employ certain workmen at any price.

To adopt this rule would destroy the value of any trade organization. The first principle of trade unionism is to regulate the hours of labor and the prices which shall be paid for said labor. Without these regulations and restrictions the wages paid would not support artisans in decency, and, as has been the case in the past, the hours of labor would be excessive.

The corner-stone of a trade union is the fixing of a standard rate of wages for the average workmen, who are in a vast majority. Special privileges are always granted sick or aged members.

Tenth. The laws of the Commonwealth being sufficient to secure all workmen in obtaining payment for their services at short and regular intervals, no further arbitrary efforts to be made by the unions to force payment at a certain hour of a certain day; but each and every workman to be given opportunity for redress, in case he does not receive his wages with reasonable promptness on regular pay-days agreed upon with his employer. The ordinary custom as to regular pay-day to be a matter of mutual understanding between the Contractors' Association and the unions.

It is unnecessary to adopt this rule, as there is now, and has been for years, a regular pay-day, mutually agreed upon between the freestone cutters and their employers.

Eleventh. No further attempts to blackmail or blacklist a man so that he cannot obtain employment at his trade.

The request that this union adopt such a rule is not worthy of notice, excepting by quoting this rule of the Contractors' Association: —

No member of this association shall buy stone from a wholesale dealer who shall sell stone to any person or firm doing a stone-cutting business in New England not members of this association.

It is the height of absurdity for the contractors to ask this union to cease practices not so arbitrary as those indulged in by the contractors themselves. The Journeymen Freestone Cutters' Union denies that any attempt, direct or indirect, has ever been made by it to blackmail any person or persons.

Twelfth. The number of hours' labor that will be required in the limits of a day to be annually and mutually agreed upon by the Contractors' Association and the unions.

This rule is unanimously adopted, as such a method of fixing the daily hours of labor has always been advocated by the Journeymen Freestone Cutters' Union.

Thirteenth. Whatever the number of hours agreed upon may be, it to be understood and agreed that when workmen are engaged "fitting" stone for stone-setters, they are to work the same number of hours as the stone-setters, whether the fitting be done at the yards or at the buildings. This is to prevent embarrassment or delay to stone-setters in the conduct of their work.

The union will agree that, whenever any necessary fitting shall be done at the building by members of the union, their hours of labor shall conform to those of the stone-setter. Fitting done in the yards shall be performed during the daily hours of labor annually agreed upon by employers and employees.

Fourteenth. No arbitrary limit to be fixed as to the amount of work which a workman may do in a given time, but all workmen to be given an opportunity to develop superiority, either in quality of work done or speed of accomplishment.

It is useless to notice this rule. All persons are aware that the contractors want quantity always, — quality rarely.

Fifteenth. The employers to have equal rights of hearing and redress with those of the workmen in all matters where there may be cause to demand them.

The freestone cutters heartily agree to this, and adopt it as a rule of their union.

In relation to your expressions of sympathy for the members of this craft, we would thank you; but the comfort of our families must be placed above all other considerations. Were the Journeymen Freestone Cutters' Union to be governed by your expressions and professed anxiety for its welfare, the comfort of the families of its members would be a thing of the past, the union would be destroyed, and one step toward absolute slavery would have been taken by the workers themselves.

In reference to your proposition to submit all differences arising between us to arbitration, the Journeymen Freestone Cutters' Union is willing to arbitrate, the board of arbitration, however, to consist of equal numbers of employers and employees. The union does not believe that it is wise or necessary to bring into the controversy judges or any persons who are not familiar with the business.

On March 7, this Board called upon Evans & Tombs, with a view to informing themselves concerning the reported controversy. A member of the firm gave an account of the difficulty, and, in reply to a question of the Board, said that he thought a committee from the Contractors' Association, representing the employers, would consent to meet a committee representing the employees, in the presence of the State Board, at the Board's request. Subsequently, on the same day, the Board communicated with the workmen interested, for the purpose of ascertaining their disposition towards a settlement; and, after conferring together, they sent one of their number to inform the Board that they had already arranged to confer very soon with the employers' committee, and confidently expected to obtain a satisfactory result without any assistance, but that they would bear in mind the suggestions made by the Board. Some attempts were subsequently made to induce the freestone cutters to agree to a settlement by conference or by arbitration, but always without any favorable response from them.

On March 11, the association of contractors published the following letter:—

SPRINGFIELD, MASS., March 11, 1890.

To the Freestone Cutters' Unions of New England.

GENTLEMEN:—On the 4th of March this association sent communications to you, covering certain propositions looking toward an amicable settlement of disputes at present existing, or which might in the future arise, between employers and workmen in the trade which your unions and our association are supposed to represent. To these communications two responses have been received: one from the Springfield union, which denies the right of the New England Association of Contractors to have anything to say as to the practices of the said union; and one from the Boston union, which rejects the form of arbitration proposed by us, and suggests something in place thereof.

At a meeting held this day, the following replies were ordered:—

The freestone contractors of New England, finding themselves confronted by practices on the part of the workmen, substantially the same all over the territory, acting unitedly, have proposed to the various unions of journeymen freestone cutters in New England a plan of arbitration suitable for all localities to adopt, in order to secure an equitable adjustment of present differences, as well as of all differences that may arise in the future. This form of arbitration comprehends an equal representation of employers and workmen, with a disinterested person to act as umpire, who shall preside at all meetings, and have the deciding vote in case of a tie. No fairer method can possibly be conceived.

The various unions in New England, although not openly affiliating, are intimately connected and uphold each other in common practices, so that they are practically one body. Therefore, we propose to act as a unit on our part, and in this matter of arbitration will collectively appoint our representatives, taking care to have the various sections of the territory properly represented, with the supposition that the various unions will take advantage of the same privilege.

It having been called to our attention that there are four unions

in New England, we propose that the representation in the arbitration be raised from three to four, for each party, so that the principal districts may each have a representative, if deemed desirable so to select them.

The present emergency has been brought about by practices commonly prevailing (in which all of the unions are more or less involved, and in which they support each other). A settlement is therefore necessary upon general principles applicable to all sections. We will not consent to patch up the matter piecemeal; the settlement must comprehend the various sections and the various unions in New England (they being practically one body); and we have decided that none of our works will be opened to the said unions until such a comprehensive settlement be attained. After our present difficulties are adjusted (on the principle of establishing a general policy for all), local difficulties that do not affect general principles may very properly be acted upon locally; but the contractors will always act as an association representing their interests throughout New England, in order that the general good may be protected, taking care that the interests of the locality concerned are properly represented.

We understand the Boston union to say that it will consent to an arbitration (?) committee, which shall be composed of a certain number of employers and an equal number of workmen, but will not consent to an umpire. This proposition is simply absurd, for under such an arrangement arbitration would not be possible.

We hereby notify you that, unless we receive on or before Monday, March 17, 1890, your official acceptance of the fair and honorable method of arbitration proposed by us in our communication of March 3, and hereby reiterated and offered, we shall proceed to employ workmen, and ignore the existence of your union as a body of any authority in the premises. Per order of the association.

JOHN EVANS,
Secretary pro tem.

No favorable response having been received from the union, the association yards were re-opened on March 17 to all

workmen who saw fit to apply, whether members of the union or not. The controversy continued on the same lines for several months. The carpenters' strike for a shorter working day, which was begun on May 1, did not contribute to a settlement; and, as a natural result, many brick-layers, plasterers and other building mechanics and laborers were deprived of work, and building operations throughout the State were seriously impeded.

On April 29, the freestone cutters then employed in the yards of the association organized a new union, called the Progressive Freestone Cutters' Union, and adopted rules and regulations which were not objectionable to the contractors.

The following proposition for a conference was dated June 16, 1890:—

To the Freestone Contractors' Association of New England.

GENTLEMEN:— After mature deliberation on the part of the delegates of the New England cities, who are interested in the existing trouble between your association and the various unions, the opinion prevails that a conference between the above organizations might result in mutual benefit to all parties interested. We believe, if the present difficulty is allowed to continue much longer, it will result in irreparable injury to the freestone industry of New England. We respectfully request you to meet us in conference, either locally or collectively, as you may determine, in order to arrive at some satisfactory conclusion by which the present difficulty may be brought to an amicable termination. Hoping this proposition will receive favorable consideration at your hands, and awaiting an early reply, we remain,

Yours respectfully,

J. J. MURPHY, W. POWER and LUKE CURLEY,
For Boston freestone cutters.

J. DOYLE, J. ROBBIE and P. CARWICHAN,
For Springfield freestone cutters.

R. LOWE and W. HOPEWELL,
For Providence cutters.

On June 20, the following reply was sent:—

To JOHN MURPHY, WILLIAM POWER, JOHN DOYLE, ROBERT LOWE,
JAMES ROBBIE, WILLIAM HOPEWELL.

GENTLEMEN:— Your letter of the 16th inst. was laid before the executive committee of the Freestone Contractors' Association of New England. I am requested to inform you that no action will be taken thereon.

Yours respectfully,

W. J. SULLIVAN,

Secretary Freestone Contractors' Association of New England.

In the latter part of October the strike was declared off by the Journeymen Freestone Cutters' Union, and this troublesome controversy was thus definitely concluded, after an agitation of eight months.

W. W. SPAULDING — HAVERHILL.

On January 31, the cutters employed by W. W. Spaulding of Haverhill, shoe manufacturer, struck for an increase of wages from \$15 per week to \$17.

Other workmen were procured at the old price, but the breach between the employer and the union remained open.

In March, the Board instituted some inquiries concerning the status of the parties, and learned from Mr. Spaulding that, while the difference was "nominally unsettled," he had employed constantly for three weeks over fifty cutters, which was as many as he ever hired, and that there was no occasion for arbitration.

In October, a price-list was agreed upon by the employer and the union, and the strike was declared off.

HOWARD W. REYNOLDS — BROCKTON.

Upon report of a strike having occurred in the shoe factory of Howard W. Reynolds, of Brockton, the Board made inquiry into the circumstances, and learned that, in

the latter part of February, the lasters, through their union, demanded higher wages for lasting buff shoes, and for boys' sizes. The employer declined to accede to the demand, saying that he was paying his men according to the true intent of the union price-list. His lasters went out, and he advertised for competent men to take their places. In this manner he obtained more help than he needed, and, at the time of the Board's visit, he expressed satisfaction with the work they were doing, and said he continued to pay union prices. The agent of the union was called upon by the Board, and, after talking over the case with him, the Board informally expressed the opinion that the men or the agents of the union had made a mistake. But, as neither party expressed a desire that the Board should take any further action, nothing more was done by the Board.

I. A. BEALS COMPANY — BROCKTON.

On March 24, a controversy having been reported to exist in the shoe factory of the I. A. Beals Company, at Brockton, the Board called upon Mr. Beals, who said that no strike had occurred, although one was threatened, and might occur on the part of his lasters at any time. He said he was paying, for lasting, the prices agreed upon with the union, but that the latter claimed an advance on some of the work, a claim which he said he could not afford to allow, in consideration of the low price at which the shoes were sold. Mr. Beals expressed his willingness to leave the whole matter to the State Board. The agent of the Lasters' Union was called upon, with reference to the case, but nothing definite was learned concerning the intentions of the union.

Subsequently, on May 19, the company discharged all its lasters, because of the continued disagreement about prices. Notice in writing of the circumstances was at once given to the State Board by the I. A. Beals Company. The atten-

tion of the Board was invited to the matter, and such recommendations asked for as might seem equitable.

In response to a letter from the Board, requesting a personal interview, Mr. Beals called, and said that, a strike of the lasters having been threatened, he had anticipated it by telling his lasters that he had no more work for them. After a full discussion of the circumstances, he was advised to send for his men, and to endeavor to restore the relations formerly existing between himself and them, and then, if it was desired, the Board might be able to do something to effect a settlement of any difficulty there might be.

The Board had no further connection with this case. The controversy drifted along until the middle of July, when a settlement was agreed upon between the company and the agents of the union.

BAKER & CREIGHTON—LYNN.

A strike or lock-out having been reported in the shoe factory of Baker & Creighton of Lynn, an inquiry was made by the Board into the circumstances, and it was learned that, on April 4, by reason of the firm's refusal to advance wages ten cents a case, the edge-setters quit work, and thereupon the firm shut down the whole factory.

The firm, when approached, expressed their willingness to leave the matters in issue to the decision of the State Board. With this information, a member of the State Board had an interview with a council which represented all the employees involved, except the lasters and McKay operators, and suggested an attempt at a settlement through arbitration or mediation.

It was agreed that the question of laying the case before the State Board should be brought before the council at a meeting to be held on the following day. A little later, the matter was settled by agreement.

THE NORTH ADAMS "IRON-CLAD."

On April 12, a communication was received from the legislative joint committee on labor, stating that a sub-committee had been appointed to confer with the Board concerning the so-called iron-clad notice or agreement which was said to be in vogue in some of the shoe factories of North Adams.

On April 14, a sub-committee, consisting of Mr. Mott, of Taunton, and Mr. Lyons, of North Adams, called upon the Board, and, in behalf of the committee on labor, requested that the Board would ascertain the facts, and communicate with the manufacturers who were mentioned, with a view to effecting such a settlement of differences as would result in taking down the iron-clad notice. Having been fully informed of the views and wishes of the committee on labor, the Board undertook to do what it could in the matter.

Upon inquiry, the Board ascertained that, in each of the factories of the C. T. Sampson Manufacturing Company, W. G. Cady & Co., and N. L. Millard, in North Adams, a printed notice was posted in a conspicuous place, stating that no members of a labor union would be employed in that factory. It also appeared that, in one or more of the factories mentioned, an agreement in writing had been presented to some of the persons there employed, and that signing the agreement was made a condition upon which they were hired.

The agreement ran as follows:—

I hereby certify that I do not belong to any labor organization, and I promise and agree that I will not join any such organization or be controlled by the members of them while in the employ of [employer's name]; and I further agree to give, upon leaving, one week's notice.

Mr. Chase, of the C. T. Sampson Manufacturing Company, stated that one strong inducement to the adoption

of the iron-clad, and the attitude thereby assumed towards labor unions, was the expressed desire of the workmen in his employ, who regarded this policy on the part of their employer as in the nature of a protection and defence to the workmen there employed who had taken the places vacated by those who had struck, after the decision of the State Board was rendered on Aug. 28, 1889. Mr. Chase stated, further, that business was not pressing, and that in the three factories in question a sufficient number of operatives were then employed; that both employers and employees were fully satisfied with the then existing relations; and that the quality of the work produced in his own factory was distinctly superior to what was formerly obtained when the unions were recognized. He said, in conclusion, that, while the manufacturers did not care very much about the iron-clad, in and for itself, yet, as things were at that time in North Adams, and in view of all that had been promised and threatened concerning the manufacturers and their methods of doing business, they deemed it necessary to adhere for the present to the iron-clad notice and agreement, and declined to say, for the present at least, that they would make any change in respect to them.

On April 18, the Board called upon the committee on labor, and made an oral report of the facts hereinbefore set forth; and, in answer to the inquiries of that committee, the Board expressed the opinion that the time was not opportune for any further attempts in the direction indicated. The committee courteously expressed their acknowledgments of the efforts made by the Board to comply with the request of the committee, and no further action was desired.

MARK J. WORTHLEY — LYNN.

Early in March, the "beaters-out" employed by Mark J. Worthley of Lynn struck against a reduction of wages. The employer complained that the price required of him was

forty per cent. higher than the price fixed for Lynn by the State Board in a decision rendered on Feb. 8, 1887; and said that a continuance of the higher price would prevent him from manufacturing in Lynn a line of cheap shoes which were sold in direct competition with the country labor, for which prices considerably less than Lynn prices were paid.

The employer suggested a reference to the State Board, but the agents of the union declined the proposition. Local arbitration was suggested, and agreed to. Each party chose an arbitrator, and the two so chosen selected a third; and about the middle of April a decision was reached which settled the dispute for the time being.

JOHN P. SQUIRE & Co.—CAMBRIDGE AND SOMERVILLE.

On April 18, a strike occurred in the pork-packing establishment of J. P. Squire & Co., situated partly in Cambridge and partly in Somerville.

The cutters had asked for higher wages, but the firm had declined, on the ground that a compliance would lead to a general advance in wages in all departments, and the condition of business was such, and the margin of profit so small, that they could not afford to increase the cost of the labor.

The "killers" had also complained of the irregularity of their work, and of the fact that they were on occasions expected to work nights and Sundays without extra pay. They had asked for regular hours, and that they should not be required to work more than six days in a week. To these complaints it was answered that it could not always be foreseen when a train load of hogs would arrive, but it was, for practical reasons, necessary that they should be killed immediately after their arrival. This involved some night work and some Sunday work, all of which was paid for, but not at an increased rate.

On the 18th, in anticipation of some demonstration on

the part of the men, the firm told the "killers" that there would be no more work for them on the following day. The workmen considered this tantamount to a discharge. The cutters struck first, and subsequently others, to the number of about six hundred, left their work.

The Board intervened of its own motion. Employers and employees were interviewed, for the purpose of ascertaining the facts of the situation; and on April 26 the striking employees, by their representatives, P. C. Kelly, N. J. Quinn and Henry Lemon, signified in writing their desire for the Board's mediation, with a view to effecting a settlement.

On the same day the Board called upon the members of the firm, and asked them to meet a committee representing their workmen, in the presence of the State Board, for a conference, but not necessarily for arbitration. The firm, while courteously recognizing the position and duties of the Board, firmly declined to meet any committee of the Knights of Labor, as representatives of their employees. They said, further, that all their men, with the exception of four or five, might return to work, if they saw fit, upon making application to their respective overseers, but that no other inducement would be held out to them.

The result of this interview was promptly communicated to James H. Mellen, master workman, and the other representatives of the workmen, and no further action was requested by them on the part of the Board.

The controversy continued, with many of the disagreeable accessories of such disputes. New men were hired, and some of the former employees returned from time to time. These were regarded by the remonstrants as traitors and enemies, and it was thought necessary to increase the police force on duty in the neighborhood. The members of the Board called upon the firm at intervals, hoping that some concession might be obtained, so that an understanding might be arrived at

that would put an end to a dispute which involved many families of workingmen, was annoying to those who were trying to conduct the business, and threatening to the public peace. The attitude of the firm never changed from the beginning. The mistakes of the strikers were enlarged upon, with more or less justice; but there was no disposition to do or say anything that would render a settlement possible on any terms except unconditional submission on the part of the workmen.

On May 22, as a last venture, one member of the Board addressed the following letter to the firm of John P. Squire & Co. :—

GENTLEMEN:—I am inclined to believe that the present difficulty between you and your employees can be promptly terminated through the advice of the State Board, provided the Board can see its way clear to make the following recommendations, or something similar, and can give the workmen a definite assurance that the recommendations will be received and adopted by the firm:—

1. That the former employees will be taken back without prejudice, in their old places, as there shall be work for them and as the requirements of the business may demand.
2. That, in the future, no extra or overtime work will be required of the men, except in case of absolute necessity, and that the firm will take every precaution to prevent the arrival of animals at such times as to call for night work or Sunday work.
3. That, if the recommendations of the Board are accepted by the workmen, and the strike declared off, the firm will make personal inquiry into the merits of any complaints that may be preferred by their employees, and will in all respects endeavor to establish relations with their employees upon a basis mutually just and satisfactory.

Will you kindly inform me, at your earliest convenience, whether, in case the Board decides to offer the above recommendations, the firm will accept the advice of the Board, provided the men declare the strike off and make application for work?

With a sincere desire for the welfare of all parties concerned,
I am

Yours respectfully,

EZRA DAVOL.

To this letter the following reply was received : —

BOSTON, May 23, 1890.

Hon. EZRA DAVOL, *State Board of Arbitration, 13 Beacon St., Boston, Mass.*

DEAR SIR : — I am just in receipt of your letter of the 22d inst., and cannot better state the position which I have taken, and still maintain, in regard to the strike of my employees, than is stated in my letter of May 13 to the Rev. John O'Brien, in answer to a letter from him requesting me to devise some plan for the adjustment of the difficulties, a copy of which letter I herein enclose.

I am, sir, your obedient servant,

JOHN P. SQUIRE.

The letter enclosed was as follows : —

BOSTON, May 13, 1890.

Rev. JOHN O'BRIEN, *Pastor Church of the Sacred Heart, East Cambridge, Mass.*

DEAR SIR : — I am just in receipt of your esteemed favor of May 11, and desire to thank you for the interest and kindly disposition manifested by its tone. I desire and shall endeavor to answer your letter in a spirit of equal friendliness, and certainly with as much interest in the matter treated of as you can have.

A brief recital of the history of the position into which I have been forced by the action of my striking employees, cannot be amiss. Several weeks ago, I became satisfied that discontent and dissatisfaction existed among the members of the cutting gang in my packing house. This spirit began to manifest itself first in the half-hearted manner in which the members of this gang performed their work, and in the amount of work performed by them, I not receiving, to the best of my judgment and belief, more than two-

thirds of a day's work instead of a full day's work, to which I was entitled and for which I paid those men. Being convinced that this spirit was permeating the members of this gang, and feeling in consequence thereof the uncertainty and risk attending the prosecution of my business, I sent for several of the leading members of this gang to meet me at my office, and I communicated to them the fact that I had observed this spirit. I told them that they were not treating me fairly, as men should treat their employer ; and informed them that, if I put my money into the buying of hogs in the West and bringing them to my packing house in East Cambridge to be slaughtered and cured, I must have some assurance from them, the members of the cutting gang, that they would stay with me and cut up the hogs. I explained to them that, unless they performed their part of the work, there could be no more hogs for the butchers to kill, no more hogs for the curers to handle, — in fact, there could be no more work for any of the employees in my packing house ; and I asked them for this assurance, at the same time cautioning them against the rashness of their not giving me this assurance, especially in the light of the results which would come upon the rest of the employees ; and I told them then and there, that, if they refused to give me this reasonable assurance, I should not invest my money in the purchase of hogs and in the bringing of them to East Cambridge to be slaughtered. Notwithstanding this explanation of my position and my request for this assurance from them, they refused to give me the assurance asked.

I need do no more than simply pause to say right here that nothing could be plainer to show the reasonableness of my demand, as based upon the position which my business placed me in, than the statement which I have here presented ; a multiplicity of words would only tend to confuse rather than elucidate the same.

I continued to purchase hogs in the West and brought them to East Cambridge for a short time after this interview, running the risk of being left without a moment's warning by the members of this cutting gang. The trouble continued to brew, and I finally reached that point where I did not dare to continue to run the risk. I ceased the purchase and bringing of hogs from the West, and

on Friday, April 18, notified the members of the killing gang that there was no more work for them at the present, and that, just as soon as there was work, they would be sent for, an occurrence which has time and again happened in the prosecution of my business.

On Saturday morning, April 19, without a moment's warning, the employees in my packing house quit work in a body, and left me with about fifty thousand dollars' worth of perishable property on my hands to take care of in the best way I could without their assistance or co-operation, and with a firm belief, as I am informed and believe, that I had on the way between Chicago and East Cambridge anywhere from twenty to one hundred and fifty thousand dollars' worth of live hogs, which must be received and cared for at my packing house, until they could be slaughtered.

In accordance with the notification, word was sent to the killing gang Monday or Tuesday morning of the following week that there was work for them to do in the packing house, if they would come in; but they replied that they had joined the strikers, and would not go to work.

This is the exact position of affairs at my packing house, and not a single employee has been discharged or locked out by me in any way in connection with the present difficulties. I challenge the production of proof that any one has been locked out of my packing house, and I denounce any statements to that effect as absolutely false.

This state of affairs has continued from April 19 up to the present time, with the exception that some of the employees who quit work that day have applied for and been given employment in my packing house. Other men have been employed and are now at work; my business is running, new men being employed every day; and, at no very distant day, there will be men enough in my packing house to enable me to kill and care for the usual number of hogs each day; and when that time comes, no more men, whether among my old employees or not, will be engaged, except as occasion from time to time may demand.

I am perfectly willing, as I have repeatedly stated and as I believe most of my old employees already know, to hire all good

men who will apply in person for work ; but I will not recognize or treat with any outside organization, nor will I receive back in a body my old employees ; and I shall not permit any interference with the new men who have been employed to take the places of the strikers, and who have served in this juncture of my business experience.

Since the strike I have been waited upon several times by, and have had interviews with, different committees or delegations from the body of my striking employees ; at one of which interviews Mr. Mellen of Worcester, the Grand Master Workman of Massachusetts, was present, and I explained to him very fully and went over the ground very thoroughly as to the position in which I found myself, when I asked the members of the cutting gang to give me the assurance above referred to, and told him very fully what occurred after that time and up to the morning of the strike ; and he assured me that he considered the position which I took and the demand which I made as nothing but reasonable, and furthermore denounced the action of the men in leaving me with the amount of perishable property which they did on my hands.

It has been repeatedly stated since the strike occurred that I had made certain promises four years ago, at the time of the former difficulty, which I had failed to keep. These statements are not true ; I made no promises at that time, as you yourself well know, and I have consequently no apologies to make on that score.

Now, in the light of your letter, what was the position which I took in the interviews which I had with the representative members of the cutting gang, other than an attempt on my part to secure a recognition by them of the position which the nature of my business placed me in, so far as that I depended upon the assurance that they would stand by me ? I appealed to them as men, explained the position exactly and truthfully, not overstating it, and asked them if I could depend upon them. They failed me, they left me just where they fully believed I could not help myself, any more than an unarmed traveller can help himself against a highwayman armed to the teeth. These men refused then and there to entertain any consideration for my business exigencies, disregarded the results which would inevitably come upon the rest

of the employees in the packing house, and left me no other alternative than to protect myself against the results from their wanton acts.

In the light of this, I can have no plan to devise nor method to suggest to adjust any difficulty such as may have arisen for these men as a consequence of such unjustifiable and unreasonable conduct.

Thanking you for your letter and the spirit manifested by it, I remain,

Very truly yours,

JOHN P. SQUIRE.

The Board made no further attempts at a settlement; and, after great loss and expense to the firm and to the workmen, the strike burnt itself out, most of the men returning to work, some, however, whose places had been filled, being obliged to seek occupation elsewhere.

W. H. BURNS—LYNN.

On April 24, notice in writing was received from W. H. Burns of Lynn, shoe manufacturer, stating that on April 24 all the workmen employed by him, except the cutters, lasters and stitchers, had quit their work, for the reason, as alleged, that the prices paid for edge-setting, edge-trimming and bottom-finishing were too low. The employer desired the interposition of the Board for the purpose of effecting a settlement; and accordingly letters were sent to the petitioner and to the representatives of the employees, inviting both sides to meet the Board in Lynn, on the 28th instant. At the time and place named the employer met the Board, but neither the employees nor their representatives appeared, nor did they send any communication in reply to the letter received by them.

Nothing further was done by the Board. Mr. Burns subsequently made terms with the unions, and a little later removed his business to Danvers.

GRANITE CUTTERS, BLACKSMITHS AND POLISHERS — QUINCY.

On May 1, a strike occurred on the part of the cutters, blacksmiths, quarrymen and polishers employed in the granite works of Quincy. About fifteen hundred men were out of work, and operations in the yards and quarries were practically suspended, although some of the smaller employers acceded to the demand made. The questions involved had relation to wages and hours of labor.

On May 8, the Board at its own instance went to the scene of the controversy, saw a committee representing the Granite Manufacturers' Association, also a committee representing the cutters. It appeared that, on February 1, the cutters gave notice to their employers that, on May 1, certain changes in the price-list would be required by their union. This notice was given in accordance with the terms of an agreement, which provided for three months' notice from either party of any proposed change. Committees from both sides had met, and had substantially agreed upon prices for work done by the piece. A few items, however, of no great importance, remained unsettled, and upon the question of pay by the hour the committees had been wholly unable to agree. The custom had been to work ten hours for five days, and nine on Saturday. The men asked for pay at the rate of thirty-one cents per hour, and nine hours a day for six days. At the time of the visit of the Board, both parties understood that the negotiations were at an end, and that neither was bound by the offers thus far made.

The workmen expressed their willingness to submit their claims to the decision of the State Board; but the committee of manufacturers did not consider themselves authorized to speak definitely concerning that proposition, and could not say what they would do, until they had conferred with the members of their association.

On the next day the following invitation to meet the Board, for conference, was sent to representatives of both sides : —

To WILLIAM H. MITCHELL, *Secretary of the Granite Manufacturers' Association of Quincy*, and JOHN N. KELLY, *Secretary of the Granite Cutters' Union of Quincy*.

GENTLEMEN : — This Board, as you already know, visited Quincy yesterday, proceeding, of its own motion, as required by the law applicable to strikes and lock-outs, to place itself in communication with the parties to the controversy which has arisen in that city, and endeavor by mediation to effect an amicable settlement of the matters in dispute.

The Board learned that, in respect of the controversy with the granite cutters, who exceed in number all the other departments together, committees had been chosen by the employers and employees, respectively, and were clothed with full authority to agree to a settlement of the differences. These committees have met, and, after much time passed in discussing the propositions submitted on either side, a price-list for piece work was substantially agreed to, three or four items only remaining undecided. It also appeared that there would have been no difficulty in establishing a work-day of nine hours for six days in the week, provided a price per hour could have been agreed upon. It appeared to be the understanding on both sides that, for the present at least, negotiations are at a standstill.

Having learned the main facts of the controversy from the respective committees, and with a single purpose to act in such a manner as to promote the interests of the business and of all those engaged or employed therein, the Board recommends that the committees come together again and resume the negotiations which have been broken off, with a renewed disposition on each side to effect a reasonable and fair settlement, under which business operations can be resumed.

This Board has no desire to force its advice upon any one, but our experience as a Board has demonstrated that conferences of the kind here suggested have in similar cases been instrumental in

clearing away misunderstandings and paving the way to an agreement reasonably satisfactory to both parties.

For the purpose stated above, you are invited to meet the Board at the Robertson House in Quincy, on Monday, May 12, at 10.15 o'clock in the forenoon.

It should be clearly understood that a compliance with the suggestion here made, will not bind any one to pursue any particular course of conduct, except so far as the same may be mutually agreed upon.

Respectfully,

CHARLES H. WALCOTT,
Chairman.

Pursuant to notice given, the Board went to Quincy on the 12th, and were there informed by the committee of the workmen, that, after the Board's visit, the manufacturers had held a meeting and sent to the cutters' union a request for another meeting of the two committees which had been appointed to settle matters in dispute; that they had met accordingly on Saturday, and had agreed upon a price per hour, and that thus the principal obstacle in the way of a settlement was removed. The cutters' committee further informed the Board that only a few matters of minor importance remained to be considered at a meeting of the committees to be held that day, and that they had no doubt an amicable solution of the difficulties would be reached, at least so far as the cutters were concerned. The committee of manufacturers did not appear, for the reason, as stated, that they considered the difficulty was practically at an end.

The Board then conferred with the several committees representing the blacksmiths, the quarrymen and the polishers, who in turn stated their position to the Board, and expressed their conviction that, when a settlement had been effected with the cutters, there would be no great difficulty in settling with the men employed on the other parts of the work. Failing in this, they expressed their willingness and

their intention to place the case in the hands of the State Board.

On May 19, the Board was informed by the following letter that a settlement had been effected with the cutters, blacksmiths and polishers. The quarrymen were heard from later, as will appear in another part of this report: —

QUINCY, May 19, 1890.

RICHARD P. BARRY, Esq.

DEAR SIR: — Quincy branch of granite cutters, on Saturday evening last, signed the proof-sheet of bill of prices, as did also the manufacturers, and the granite cutters and blacksmiths resume work this morning. I believe the polishers have also made a settlement, but the quarrymen are still unsettled. Now, as to the terms upon which we settled, it was as follows, viz.: "The rate of payment for a competent stone cutter shall be thirty cents per hour; but, when a workman is unable to earn that amount, he shall be paid not less than twenty-seven cents per hour." As the bill of prices is not yet printed, I cannot send you one, but will do so as soon as printed. I remain, with many thanks to the Board,

Yours respectfully,

JOHN N. KELLEY,
110 Centre Street, Quincy, Mass.

GRANITE QUARRYMAN — QUINCY.

On May 22, an application was received from the Quarrymen's Union of Quincy, stating that no settlement had been effected with the quarrymen employed in that city, and that, although the men in all other departments were at work, it would be but a few days before the supply of stone would fail, and thus work in all departments would be at a standstill. It was further stated that two hundred and fifty men were idle, and sixteen quarries silent. The services of the Board were requested, and in compliance therewith the Board visited Quincy on the 23d, saw the committee of the

workmen, and subsequently, at their request, called upon the chairman of the committee of quarry-owners.

It appeared that the two committees had met together on two occasions, and that at the last meeting the owners offered to agree upon a day of nine hours, the men to be paid at the rate of twenty-one cents per hour for competent men. The committee of workmen not being authorized to reply to the proposition, it was subsequently laid before the men, and the owners' committee were notified by letter that their proposition had been rejected. Since then no attempt whatever had been made on either side to settle the difficulty. Subsequently the Board met four members of the workmen's committee, and advised them to send to the owners' committee without loss of time a courteous request for another meeting of the committees, with a view to effecting a settlement of all differences. The Board also urged upon them the importance of treating with the owners through a committee fully authorized to effect an agreement; and also the importance of making some agreement, if possible, when the meeting should take place. The committee said they would act promptly as advised, and would notify the Board of any progress that might be made.

Acting in accordance with the Board's advice, the two committees met again and agreed upon a settlement: nine hours to constitute a day's work, ten hours on any quarry to be considered extra time or overtime; average rate of wages, twenty-one cents per hour. Thus ended all the labor troubles in Quincy.

The Board received the following letter, announcing a settlement: —

QUINCY, MASS., May 27, 1890.

State Board of Arbitration.

GENTLEMEN: — The quarrymen's trouble here is settled as follows: Nine hours to constitute a day's work, ten hours on any quarry to be considered extra time or overtime; average rate of

wages, twenty-one cents per hour. For the best interests of the city and all concerned, we thought it advisable to end the strike. Thanking your Board for assistance rendered, I am

Yours respectfully,

JOHN J. BYRON,

President Quarrymen's Union, Quincy, Mass.

B. G. PATTEN & Co.—LYNN.

On May 9, an application was received from B. G. Patten & Co. of Lynn, shoe manufacturers, stating that a strike had occurred in their factory on the 5th instant. The cause of the controversy was stated to be this: "The firm was requested to discharge a certain employee named Joseph Petelle; but, upon inquiry made, no good reason appearing for such discharge, the firm declined to discharge the man, and thereupon the employees in the cutting and stitching departments struck."

The firm requested the mediation of the State Board for the purpose of effecting a settlement of the trouble. Notices of hearing in Lynn, on the 12th instant, were sent at once to the employer and to A. B. Stevens and James F. Carr, supposed to represent the employees; but afterwards, on the same day, information was received from both parties interested, to the effect that the firm and the workmen were negotiating for a settlement, and the hearing, as at first fixed upon, was deferred. These attempts at a settlement having come to nought, the Board, on May 10, decided to have a hearing at Lynn on the 13th instant, of which notice was given to the parties by mail and generally through the newspapers.

At the time and place named in the notices, the Board was present and obtained such information as was available; and, having investigated the circumstances sufficiently, the Board, on May 15, published the following report:—

*In the Matter of the Application of B. G. Patten & Co. of Lynn,
Shoe Manufacturers.*

PETITION FILED MAY 9.

HEARING MAY 13.

In this case the Board has been notified of the occurrence of a strike in Lynn, and requested by the employer to inquire into the cause or causes of the controversy, and to ascertain and report the facts concerning it. A hearing was had at Lynn, of which due notice was given in the newspapers. The facts appear to be as follows:—

Some five or six weeks ago the firm was called upon by representatives of a labor organization, and was requested to discharge one Joseph Petelle, who was employed as a buffer in the bottoming department. The only reason assigned for making the request was that the employee referred to "was making trouble advocating the International Union." The employers refused to discharge him on such grounds, because they deemed them insufficient.

On May 2, 1890, a price-list for work in the bottoming department was agreed upon between the firm and the employees in that department, which list was satisfactory to all parties affected by it, and to the union of which the employees in that department were members. On the following day, the demand for the discharge of Petelle was repeated from the same source as before, and at the same time the firm was told not to post the price-list which had been agreed upon. The list was not posted, but nevertheless on Monday, the 5th, pickets were stationed at the entrances to the factory, and the employees in the cutting and stitching departments have not worked since, although the price-list did not in any manner affect their wages. The strike thus begun has continued to the present time.

The firm and the foreman testified that the employee whose discharge was demanded was a good workman, above the average in skill; that he always complied with the rules of the shop, was a steady man, was always in his place at

the time required ; and was acceptable to his associates in the room in which he worked.

The controversy appears to be a contest between the two labor unions, rather than a difference between an employer and his employees, such as this Board is constituted to settle ; and, in fact, the controversy appears not to turn upon any question of wages. The workman in question has a right to seek to ally himself with any organization that he may prefer, or to work independently of any union. In either case he ought not to be molested or interfered with unjustly, in the prosecution of his trade. On the evidence in this case, no good reason has been shown why the firm should discharge him from their employment at the demand of a union to which he does not belong and to which he owes no duty.

The Board has stated its finding as to the cause of the controversy in the case presented by the application ; but, viewing it as a contest between rival organizations, seeking to control prices in the factory in question, the Board can only express its regret that differences arising in this manner should operate to the injury of an employer who apparently wishes to act justly towards all, as well as to the injury of men and women who are unnecessarily deprived of work by the hasty and ill-considered action of others.

Result. — Immediately after the publication of the Board's report, negotiations were resumed by the firm and the representatives of the Knights of Labor, resulting, through concessions from both sides, in a settlement of the matters in dispute. By the terms of this settlement, all the persons then employed, including Petelle, were to be retained in the employ of the firm.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

The application in this case comes from the W. L. Douglas Shoe Company and the employees in the finishing depart-

ment. There is a standing agreement between the company and all its employees, that any disputes arising in the factory, which cannot be settled by agreement, shall be referred to the State Board of Arbitration, without strike or lock-out.

The application states that "the workmen employed in said department are employed and are paid by the piece, or by the case, but all in this department are required to work nine hours and forty minutes per day. The employees desire the liberty to leave the factory when their stint has been satisfactorily performed, but the company insists upon their staying the full time."

Both sides were heard at Brockton, and the following decision was rendered on May 22:—

In the Matter of the Joint Application of the W. L. Douglas Shoe Company of Brockton, and its Employees, represented by Peter J. Mulligan.

PETITION FILED MAY 16.

HEARING MAY 19.

This application proceeds from all the employees in the finishing department. They are all paid according to coupons, at a price per case; but the stint or day's work is limited to sixty cases per day, and they are required to remain in the factory nine hours and forty minutes every day except Saturday, when the working time is shorter.

The workmen contend that, since they are paid according to the amount of work done, they ought not to be required to stay in the factory for any specified length of time; but, as is customary where a piece-price prevails, they should be permitted to leave when their day's work is finished, provided it is performed to the satisfaction of the employer or foreman.

The employer, who joins in the application, contends that, under the plan of paying by the piece, without any limitation of time, he has in the past suffered from a deterioration in the quality of his goods, but, under the present method of

hiring, a better quality of workmanship is attained. The employer says, in the application, that he wishes "to retain the right to hire by the hour or day, and to have the right to say how much time should be put into a case of shoes, according to the price paid."

It is obvious that the right of an employer to hire his men on such terms as he may deem most advantageous to himself, and agreeable to all parties interested, cannot be strengthened or impaired by any decision of this Board. The facts submitted and agreed to show plainly the terms under which these employees are engaged; and the real questions for consideration appear to be: Is the request of the employees reasonable? and Can it be granted without injury to the employer? As a general rule, in shoe factories, workmen are employed either at a price per day or at a piece-price, that is, so much per case or pair for the work actually performed. When men work at a price per day, they are expected to do a fair day's work; and, the quality of the work being the same, the amount accomplished, in a day of specified length, must necessarily vary according to the skill and quickness of the particular workmen. Where men are paid by the piece, ordinarily the question of time does not enter into the agreement. Both methods of hiring are in common use, and are frequently adopted in different departments of the same factory. In the case here presented, however, there appears to be an attempt to combine the two methods in one department, and it is not surprising that some friction has resulted.

After full consideration, the Board is of the opinion that when, as in this case, workmen are employed to do a certain limited amount of work in a day, there is no sufficient reason why any should remain after they have performed their stint for the day. Otherwise, a quick and skilful workman is compelled to keep pace with those who are slower, and a

strong incentive to individual effort is removed. While the Board is of the opinion that the request made by the workmen in this application ought to be granted, and the Board so recommends, yet it must be understood that this conclusion is founded on the expectation and belief that there will be no falling off in the quality of the work. If workmen in any department slight their work, for the purpose of appearing to do more than they can do well, or for the purpose of leaving the factory earlier than they would be able to leave, if the work were properly done,—in such cases, the employer has the remedy in his own hands, either to agree upon a different method of hiring, or to discharge the unfaithful workmen.

In the consideration of this case, the Board has been largely influenced by the conditions and methods which generally prevail in the shoe industry; and it believes that the conclusions here reached are fully justified by practical results in other factories.

Result. — The decision was accepted and acted upon by all concerned.

J. H. WINCHELL & Co. — HAVERHILL.

On June 5, the cutters, bottomers and finishers, to the number of about two hundred, employed by J. H. Winchell & Co. of Haverhill, shoe manufacturers, quit their work, acting together as members of the Boot and Shoe Workers' International Union.

On the 10th, at the request of the State Board, a member of the firm met the representative of the union in the presence of the Board at Haverhill, and the matters in dispute were fully discussed. The complaint appeared to be, that three or four cutters had been paid at a rate less than the price-list provided for, and that one of the cutters was a member of another union; but, in the course of the inter-

view, it was agreed that these causes of complaint had been satisfactorily disposed of. The adoption of the "union card system," so called, was still a matter in dispute; and the union claimed that non-union men then in the employ of the firm, and those who should be hired thereafter, should be required to show a card, as evidence that they had contributed to the treasury of the union. No agreement was arrived at on this point, and the parties separated, the Board advising another meeting between the firm and the representative of the union, in order that they might not lose the benefit of the progress already made towards a settlement.

For some reason, this subsequent meeting was not held immediately. The demand of the union was finally reduced to this: that five or six non-union men in the cutting-room should be discharged, unless at the end of thirty days they had become members of the union. The firm refused to accede to this demand, and the strike drifted along aimlessly for six weeks, until July 15, when everybody was tired of it, and an agreement was effected which ended the controversy.

JOHN A. FRYE — MARLBOROUGH.

On June 11, the Board was informed by John A. Frye of Marlborough that a difference had arisen in his factory between himself and his employees, which the latter had offered to submit to the decision of the State Board. Blank forms of application were furnished him, together with such information applicable to the circumstances as was desired.

A little later in the month, the Board was informed by Mr. Frye that the differences had been adjusted.

CARPENTERS' STRIKE — BOSTON.

On May 1, in accordance with a carefully concerted plan, was begun a strike for a shorter working day in the building

trades. On the day preceding, the carpenters' unions issued the following statement of their aims and purposes :—

To the Public.

In reply to all inquiries relative to the carpenters' strike, this board wishes to state that the carpenters of Boston have endeavored to avoid a strike by all honorable means. In fact, we have been holding communication with the master builders of this city, with a view to shortening the hours of labor. We have endeavored to arbitrate, as, according to their own laws, arbitration is one of the methods of settling controversies. Thinking that they were working under that law, we asked them for a conference in this matter, and they have positively refused to grant us, not only concessions, but any conference at all; and the master carpenters have now given the public to understand that we have demanded of them an eight-hour day with nine hours' pay. This we refute. We have simply asked them to shorten our hours of labor, we to sacrifice the hour's pay.

They allege, as a reason for not meeting with us and having a conference, that we discriminate against men and material; that is their main reason. Now, we emphatically deny this charge, as we have always worked with whatever material they have sent us, and we have never made any law that we would not work with non-union men; in fact, we have always done so, there being but few jobs in the city on which there are not non-union men, and we have worked with them, believing we have no right to say they shall or shall not join our union, and that every man has a right to earn his own living. At the same time, we claim the right to use moral suasion to induce non-union men to join a union. The main feature in the present strike is not so much a matter of hours and wages as it is a matter of recognition. We are convinced, by different men connected with that association, that a very large minority of said association are in favor of meeting the different unions and trying to settle the matter, but that they are controlled by a class of men who are opposed to it; in fact, they are opposed to granting us any concession, and would gladly see the labor organizations destroyed. We would state that we are not waging any war, but are simply asking to be granted an inherent right,

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feeling that we have the right to improve our condition, if we can, by any fair means. Everything should be done openly and above-board, and that is what we have been trying to do all along.

We, as free-born American citizens, feel we have the right to name both the price and length of our day's labor, the same as any merchant selling his commodity; and, if they had seen fit to treat us in a fair manner, and met with us, this matter would have been settled, and there would have been no strike in Boston to-day.

The master builders acknowledge that we have done all that it is possible for men to do in order to gain our objects peacefully, and without injury to the business interests of the community. The matter is simply reduced to might against right; and we ask a fair-minded public to judge as to whether any association of men have the right, even if they possess the might, to force men to sell more of their labor than they think judicious.

The people acknowledge the right of the merchant to say how much flour and cloth he will sell for one dollar. Labor is all that the worker has to sell. He is forced to place his labor upon the market as the merchant places his goods, and is governed by the law of supply and demand. If this be the case, and the merchant has the right to limit the amount of merchandise that he will dispose of for a given sum, can the American public refuse the right of the laborer to say how much of his labor shall be sold for a given sum of money?

Further, have we not the right to say how many hours per day we will work, or for how much we will sell our labor, providing we do not ask for pay for more hours than we work? In this case, we wish to sell but eight hours' labor per day. We ask but eight hours' pay. When men say that we shall sell more than that, is not the system of slavery inaugurated, and do the American people desire to support any system of slavery?

In conclusion, the executive committee of the several carpenters' societies of Boston wish the public to understand that they are willing to confer with the employing carpenters as a body.

It will be noticed that the demand in Boston was for eight hours, with eight hours' pay. The workmen were ready to give up the pay for one hour, in order to establish the

shorter day, acting in the belief that, when shorter hours had once been established as the rule, wages would find their former level. The strike began on May 1, extending throughout the State, as well as into other States. In Boston about eighteen hundred carpenters were idle. Stone cutters at Quincy and in some other places joined in striking for shorter hours, and the larger building operations were in many cities seriously delayed.

It had been clear from the beginning that a struggle for eight hours was inevitable, and that nothing short of a measuring of strength and endurance would satisfy either side. The State Board accordingly refrained for a while from entering the field for the purpose of influencing the parties. At length, about the middle of June, a suggestion was received from gentlemen deeply interested, as citizens, in the settlement of the dispute, that, in their opinion, the time had come for the Board to use its influence for the benefit of both sides, and for the relief of the whole community. Accordingly, after conferring informally with representatives of the carpenters' brotherhood and with prominent members of the association of carpenter builders, the following correspondence was had:—

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, June 16, 1890.

H. MCKAY, *Secretary Committee United Brotherhood of Carpenters and Joiners, Boston.*

SIR:—From general information which has come to the Board, we are convinced that the controversy which has existed for the past five or six weeks between the carpenters and the carpenter builders of Boston, can, and ought to be, terminated by amicable agreement.

With this end in view, we have recently communicated with the organization of the carpenter builders in an informal manner, and have suggested that a conference be had between committees of the respective organizations. We were given to understand, informally, that, although the carpenter builders would consider

any proposition that we might submit to them, they were not likely to agree to such a conference unless definite assurances were received that the carpenters would discountenance all discriminations as to men and materials, and would discuss the question of difference between them and their employers with a disposition to effect a settlement on a reasonable basis.

Will you, in behalf of your organization, inform this Board whether your organization will choose a committee to attend such a conference? And, if so, please inform this Board, at your earliest convenience, what the attitude of your organization is concerning the alleged discrimination, and, also, in a general way, the questions which, in your opinion, would be brought forward by you for discussion at such a conference, if one should be agreed upon.

Respectfully,

CHARLES H. WALCOTT,

Chairman.

BOSTON, June 17, 1890.

Massachusetts State Board of Arbitration.

GENTLEMEN:—Yours of the 16th at hand; and, in reply, would say: As an organization, we do not now, nor ever did, discriminate against either men or material, and would call your attention to the fact that we are now, and have been, ready to meet a committee from the Master Carpenters' Association, and discuss all questions of difference arising between us, without prejudice. We have a standing committee with full power to settle this question in behalf of the carpenters involved in this difficulty, and can assure you that we are ready at any time to meet our employers in a friendly spirit, where we believe our differences can be amicably settled.

Yours, on behalf of carpenters' committee,

HUGH MCKAY,

Secretary, 987 Washington Street.

STATE BOARD OF ARBITRATION,

13 BEACON STREET, BOSTON, June 18, 1890.

To E. NOYES WHITCOMB, *President Carpenter Builders' Association.*

SIR:—The attention of the Board has recently been drawn to the controversy which has existed for the last six weeks between

the carpenters of Boston and their employers, most of whom, as we are informed, are members of the association of which you are president. As you already know, this Board has talked with you informally concerning the situation, as well as with a committee representing the carpenters. In both instances the Board has urged the expediency of a meeting of committees authorized to represent their respective interests, with a view to arriving at an understanding and agreement that shall remove all existing causes of irritation.

Having in mind the suggestions made by you, the Board has sent a communication to the carpenters' organization, asking them to define their position at the present time, and to say whether they will empower a committee to confer with a committee from your association. A reply has been received from them, stating that their organization does not now and never did discriminate against men or materials; and that they have chosen a committee which is fully authorized to settle the difficulty between them and the employers. They further assure us that they are ready to meet a committee from your side in a friendly spirit, and that they believe the differences can in this manner be amicably settled.

In the present situation of affairs, we have no hesitation in expressing our own belief that the time has come when a friendly conference of committees can clear away the difficulty which has caused so much annoyance and loss to all persons interested in the very important industry which your association represents; and, acting in the interest of all concerned, we ask your association to appoint a committee with joint authority to meet a committee from the union of carpenters and joiners, and agree upon a settlement of the existing difficulty. Should this suggestion be approved, this Board will be pleased to assist, in any manner that may be desired, in fixing a time and place for meeting, and, generally speaking, to do anything in its power to further a settlement.

An early reply is requested.

Very respectfully,

CHARLES H. WALCOTT,

Chairman.

BOSTON, June 20, 1890.

CHARLES H. WALCOTT, Esq., *Chairman State Board of Arbitration.*

MY DEAR SIR: — In reply to your communication of June 18, I will say that I have referred the matter of your request to the executive committee. As soon as I get a reply from them, I will notify you of their decision.

Permit me to correct an error which you have apparently made. You stated that you had at *my* suggestion sent a communication to the carpenters' organization, asking them to define their position at the present time, and to say if they would appoint a committee to confer with a committee from our organization. My suggestion was that you might send a communication to the Carpenter Builders' Association, and I would lay it before them or the board, and they could take action on it.

You say in their reply to you they say they do not now and never did discriminate against men or materials. That statement may in a measure be correct, — their constitution, no doubt, does not treat on that subject; but I can refer you to several instances where on large jobs the workmen have discriminated, and no action has been taken in regard to it that has ever come to the ears of the C. B. A. or its members.

Yours very truly,

E. NOYES WHITCOMB,
President Carpenter Builders' Association.

STATE BOARD OF ARBITRATION,

BOSTON, June 23, 1890.

E. NOYES WHITCOMB, Esq., *President of the Carpenter Builders' Association.*

DEAR SIR: — Your communication, dated June 20, is received, and I hasten to assure you that there was no misunderstanding of what you said to us.

If you will kindly refer to our letter again, you will perceive that we say, "Having in mind the suggestions made by you . . ." By this was meant the whole conversation which passed between us, and it is perfectly true, as you say, that you suggested a communication to the builders and not to the carpenters; but the

statements made by you in response to our inquiries led us to think that it would be well to have a definite statement in writing from the carpenters.

For the purpose of obtaining such a statement we sent a communication to them. It was our own act and does not rest upon any particular remark of yours suggesting such a course.

It is hoped that this suggestion will set us both right.

Respectfully,

CHARLES H. WALCOTT,

Chairman.

BOSTON, June 23, 1890.

State Board of Arbitration.

GENTLEMEN:— The executive committee of the Carpenter Builders' Association report that they do not favor calling a meeting of the association to consider the present labor troubles.

Very truly yours,

E. NOYES WHITCOMB,

President C. B. A.

P. S. The explanation of your chairman concerning your communication of the 18th is just at hand, and sets matters all right. There was evidently a misinterpretation on my part.

• E. N. W.

This correspondence had no perceptible influence upon the controversy, which, on the side of the workmen, soon began to show signs of dissolution. The amount of building work to be done was very much less in quantity than usual, by reason of the strikes and the unwillingness of builders to sign contracts, and the reluctance of other people to make arrangements when the labor market was in so unsettled a condition.

A final attempt by the Board, on July 8, in an interview with E. Noyes Whitcomb, president of the Boston Carpenter Builders' Association, was unproductive of results. The

fight for eight hours, in Boston, although partially successful, had not accomplished the results anticipated. Men were being hired on the nine-hour plan, and the Board was informed that the members of the Carpenter Builders' Association had no intention of hiring on the eight-hour plan.

Subsequently the agitation subsided, and the contest was practically given up by the workmen, but with the expectation of renewing their demand at some future time and under more propitious circumstances.

CARPENTERS' STRIKE — WORCESTER.

On June 23, a little later than the strike for eight hours in Boston, the carpenters of Worcester united in striking for a shorter working day. They demanded nine hours for five days in the week and eight hours on Saturday, without any reduction of the wages which they had been receiving on a ten-hour basis.

On June 30, the Board visited Worcester, talked with Maurice Nugent and other representatives of the workmen, and with Henry W. Eddy, president of the Master Builders' Association of that city. Some information was gained concerning the principal features of the controversy, but the near approach of the 4th of July made it appear inexpedient to attempt anything definite at this time.

Subsequently, on the 9th of July, the Board went again to Worcester, having notified representatives of both parties in advance, and requested a meeting. Being unable to induce the parties to meet each other in the presence of the Board, the Board conferred first with the representatives of one side, then with those of the other side. After a full review of all the facts, the conclusions of the Board were expressed in the following report, which was dated July 11, 1890.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, July 11, 1890.

*To the Carpenter Builders of Worcester and the Executive Committee of
the Brotherhood of Carpenters and Joiners of Worcester.*

GENTLEMEN:—In the discharge of our duty under the law we have twice visited Worcester, and have endeavored to ascertain the facts concerning the carpenters' strike, which occurred on June 23, for a shorter working day without reduction of wages. We find that there are several hundred carpenters in the city who are on a strike; that, by reason of the announcements made in the spring, giving notice in advance of a general strike, the business of building has been confined within comparatively narrow limits during this season, and consequently the number of carpenters now employed is nearly, if not quite, sufficient for the present demands. It is, however, agreed on all sides that, if the present controversy can be reasonably adjusted, contracts for new buildings will be made, and there will be a renewed demand for labor which will very soon afford employment to all who desire it.

With a view to effecting a settlement of the present controversy, this Board has conferred with the contractors on the one hand and the representative carpenters on the other hand, and, having duly considered all the circumstances of the case, now offers the following recommendations, which, if accepted and carried into effect, will, in the opinion of the Board, afford the best practicable solution of the difficulty.

The Board recommends that the contractors recognize and establish for the carpenters a nine-hour day for six days in the week, with wages to be fixed by the hour. The nine-hour day, wherever it has taken the place of a longer working day, is highly approved by the workmen; and in Worcester some of the carpenter builders who have already adopted it say that it has not been of disadvantage to them in their business. We find, however, that at present some of the carpenters of Worcester appear to prefer to work ten hours a day rather than suffer any diminution of their earnings. It also appears that some contractors allow an eight-hour day on Saturday, with payment by the hour. This Board has no desire to prevent a man from working as many or as few hours as he sees fit; and whatever general plan is agreed

upon, if a gang of carpenters working together on a job preferred to work ten hours a day, and it was agreeable to their employer, their wishes would undoubtedly be gratified. But let the nine-hour day be generally recognized in the trade, and cases of this sort will be of rare occurrence.

Under the new arrangement, if it should be adopted, we recommend that each employer agree with his workmen upon a fair rate of wages per hour. At present it cannot be said that any uniform rate of wages prevails. The men are classified according to intelligence, skill and general efficiency. We are encouraged by what we have heard on both sides to believe that, if the strike is declared off, and the ordinary relations of employer and employee are resumed by agreement on a nine-hour day, the amount of wages can be fixed without difficulty.

It is suggested as a matter of practical convenience that the contractors notify the carpenters, and the carpenters notify the contractors, as soon as possible, of any action that may be taken by them respectively on the recommendations herein contained, the notifications to be given in such manner and through such channels as may appear best adapted to the purpose.

CHARLES H. WALCOTT,

RICHARD P. BARRY,

EZRA DAVOL,

State Board of Arbitration.

Of course no one was bound to adopt the recommendations made by the Board. They probably produced some effect in hastening a dissolution of the strike which was already dying out. The contractors looked upon the controversy as practically ended already, in consideration of the fact that they had as many men as they needed for the limited amount of work; and the workmen deemed it best to obtain employment on the best terms they could secure, rather than prolong the controversy when there was no assurance of final success on the lines which had been laid down at the beginning.

RICE & HUTCHINS — BOSTON. (JULY 11, 1890.)

In the Matter of the Joint Application of Rice & Hutchins of Boston, and their Employees, represented by John Morley.

PETITION FILED JULY 1.

HEARING JULY 8.

This case presents the question of wages to be paid for "sticking nails in heels." The work is all done by hand, and is performed by boys and girls. The boys now employed by the firm have recently been hired at three dollars per week. They are about fifteen years of age, and have had no experience in the work. The Board does not recommend any change in the compensation of the boys now employed. The girls, on the other hand, are two or three years older than the boys, and have been employed in the factory on this work for upwards of a year. In view of their age and experience, the Board recommends that the girls now employed be paid four dollars per week for their services while engaged in this work.

C. W. VARNEY & Co. — LYNN.

An application was received on July 7, from C. W. Varney & Co. of Lynn, shoe manufacturers, stating that the cutters in their factory had struck, on the 3d instant, by reason of certain proposed changes in the price-list in the cutting department; that subsequently all the employees, except the stitchers and lasters, had left their work, and it had therefore become necessary to close the factory. The mediation of the Board was requested by the firm; and accordingly letters were at once prepared by the Board and sent to the firm and to A. B. Stevens, who was supposed to represent the cutters, inviting both parties to meet for a conference in the presence of the Board, on July 10, at Lynn.

At the appointed time Mr. Varney met the Board, but

neither the employees nor their representatives responded in any way to the request of the Board. Two days afterward the following letter was received :—

SANCTUARY OF BOOT AND SHOE CUTTERS' ASSEMBLY,
No. 3662 K. of L., FOUNDED MARCH 19, 1885.

LYNN, MASS., July 10, 1890.

State Board of Arbitration.

GENTLEMEN :— I am instructed, by the Boot and Shoe Council, K. of L., to answer your communication. In reply, the council has considered your proposition, and feels that we have nothing to arbitrate.

Yours respectfully,

A. B. STEVENS,

Chairman B. & S. C.

Without further action by the Board, negotiations were resumed by the firm and the representatives of the unions. Some concessions were made, and the factory was opened and work resumed on August 4.

STRIKE OF RIGGERS — BOSTON.

On July 1, the members of the Boston Riggers' Protective Union, an organization recently formed, and composed of men employed in rigging vessels, announced their intention not to work with riggers who were not members of their union; and strikes occurred in the business of F. Low & Co., George W. Bartley & Son, A. B. Low & Co., Williams & Magnus and Eugene Galliac. Charles Bilman, engaged in the same business, locked out his union men. On July 10, the controversy was brought to the notice of the Board, and communication was had with parties on both sides, with a view to ascertaining the facts of the situation. At length, on the 19th, an application was signed by Richard Cummings, secretary of the union, placing the whole matter in the hands

of the Board, and complaining that the employers refused to recognize or deal with the union.

Interviews with employers and the workmen followed on the 21st. On the part of the employers, it was stated that there were eight persons or firms in Boston engaged in the business of rigging vessels, and all were affected more or less by the strike; that this was ordinarily a quiet time of the year, and the strike, which had lasted three weeks, had lessened the amount of business below ordinary low-water mark; that, if they had the men back, there would not be work enough for them to do. The employers, however, in reply to the questions of the Board, expressed their willingness to take the men back on the same terms as existed before the strike occurred, the men who were at work to be retained. They disclaimed any hostility to the men or their union, but would not allow either to dictate to them in their business. They thought it would be a good thing all around if in some way the strike could be ended; but, for their part, they had no more to say than is expressed above.

The circumstances of this interview were at once reported to the committee of the riggers, with such suggestions and advice as the Board thought pertinent to the case. The workmen were very loath to accept the terms offered by the employers, but there appeared to be no other course open to them, and in less than a week they were all at work.

HATHAWAY, SOULE & HARRINGTON COMPANY — NEW BEDFORD.

About the 1st of July, a strike occurred in the shoe factory of the Hathaway, Soule & Harrington Company of New Bedford. The places of those who left were in part filled by that company. The Board communicated informally with the company, and obtained a statement of facts. H. J. Skeffington, representing the employees, was then called upon, and he

expressed his willingness to join in an application to the State Board, provided the company would show a like disposition and take the initiative. Acting on this assurance, the Board, on July 21, invited the company and Mr. Skeffington to meet for a conference in the presence of the State Board, for the purpose of talking matters over and ascertaining the real points then in dispute, and effecting an agreement, if possible.

Having learned that it had been proposed to strike the Middleborough factory of the Hathaway, Soule & Harrington Company, the Board requested that any action of that kind might be deferred until one more effort had been made for an amicable settlement. A basis of settlement was then proposed to the Board in writing by Mr. Skeffington, to be presented to the company. It was presented, accordingly, to one of the officers of the corporation, who expressed himself favorable to a fair settlement, but did not feel authorized to act in the absence of his associates, one of whom had been more closely connected with the affair than the others.

At length, on August 1, a formal application in writing was presented to the Board by the treers who had been discharged on June 28, requesting the Board to inquire into the cause of the dispute, and advise what, if anything, ought to be done or submitted to by either party or both parties to adjust the dispute. The application was signed by Fred C. Thayer, Dennis F. Mahoney, John J. Murray, James Cotter, Thomas J. Flanigan, Patrick J. Tynan, John W. Dunham and Charles A. Murray. The application was also signed by Henry Donovan, styling himself "president of the union," and by H. C. Moulton, "agent for the union." Acting upon this application, the Board sent the following letter to the Hathaway, Soule & Harrington Company, dated August 2:—

The men lately employed as treers in your New Bedford factory having submitted themselves to this Board, and requested its advice concerning the present controversy, the Board will be at the Parker House in New Bedford on Tuesday next, the 5th inst., at 10.45 o'clock in the forenoon, and desires to meet representatives of your company at the time and place mentioned, for the purpose of ascertaining the situation from your point of view, and adjusting the difficulty, if possible, with due regard to the rights and interests of all parties concerned. If you will meet the Board as herein requested, there is reason to believe that such an adjustment can be arrived at.

Respectfully,

CHARLES H. WALCOTT,

Chairman.

At the time appointed, the Board was met by Messrs. Hathaway and Soule, representing the company, and by Henry Donovan, Fred C. Thayer and —— Barnes, who represented themselves as a committee of the workmen and the union to which they belonged, and fully authorized to agree to a settlement. The situation was discussed freely and at length, and the Board, after due deliberation, on August 7, issued the following, as their report of the case.

*In the Matter of the Application of Fred C. Thayer and Others,
lately employed by the Hathaway, Soule & Harrington Company
of New Bedford.*

PETITION FILED AUG. 1, 1890.

The controversy in this case arose out of an attempt to fix the wages of the employees in the treeing department. The employees submitted prices by the piece, but the firm insisted that the work should be done by the day. The men then submitted a price by the day, specifying that fifty pairs should constitute a day's work. The company refused to consider the proposition in this form, and insisted that the price must be fixed by the day, without any limit as to

the amount of work, except what would be for each man a fair day's work. The employees thereupon gave notice that they must insist upon their demands, and named a day on which their price-list must take effect.

On June 28, a short time prior to the day named by the employees, the company discharged the eleven treers in its employ, and shortly afterwards fifty or more persons employed in other departments went out in sympathy with the discharged men. After giving the former employees an opportunity to return, the company advertised for help, and has succeeded partially in filling the places of those who were discharged and those who struck.

The petition presented to this Board on August 1 is signed by Fred C. Thayer, Dennis F. Mahoney, John J. Murray, James Cotter, Thomas J. Flanigan, Patrick J. Tynan, John W. Dunham and Charles A. Murray, and alleges as a grievance "that the firm did discharge the following petitioners for belonging to the Boot and Shoe Workers' International Union in New Bedford, Mass." Henry Donovan, president of the union, also alleges that he "was discharged for belonging to and encouraging men to join the union," etc.

In response to an invitation from this Board, on August 5, at New Bedford, Messrs. Hathaway and Soule met a committee of the workmen, representing all the men who were out, whether discharged or on strike, and the situation was fully discussed in the presence of the Board. Messrs. Hathaway and Soule positively denied the statement that the treers were discharged because they belonged to the union. They said that at the time they did not know that there was a union. It was agreed on both sides, that, if an understanding could be arrived at under which the employees could be re-instated, there would be no difficulty about fixing wages satisfactorily to all.

The workmen's committee demanded that all who were out should be re-instated as they were at the time when they left the factory. To this the company, after some discussion, replied that they would agree to re-instate all who were out, and would do so as soon as they possibly could. It was stated, in connection with this, that Henry Donovan, who was a member of the committee, said distinctly that he did not expect nor wish to be taken back, and therefore the propositions made on one side and the other were not understood to include him.

The committee, although professing to have full powers, did not say at this interview whether the company's proposition, or the company's answer to their proposition, was acceptable to them. They asked for time to consider, and to lay the matter before those whom they represented. The petition, which proceeds in this case from the workmen, asks the Board to "inquire into the cause of said dispute, and advise the respective parties thereto, what, if anything, ought to be done or submitted to by either or both to adjust said dispute."

Having heard both sides fully, the Board is of the opinion that the company has practically conceded everything that the committee demanded, except that it was not stated how long it would be before all the employees would be re-instated.

On this point, we think the company said all that could reasonably be required of them, when they agreed to act in good faith, without discrimination or spite, and to effect the arrangement "as soon as they possibly could," and that it would not be a long time.

It is the advice of the Board that the employees involved in this controversy, whether discharged or on strike, avail themselves of this opportunity to end the controversy upon the only basis of agreement that appears possible in this case.

Result. — The union, for reasons best known to its mem-

bers and officers, did not see fit to act at once in accordance with the advice given, at their request, by the State Board. The local public sentiment, however, approved the recommendations of the Board, and in a few days the workmen began to apply as individuals for their old places. The company hired all they had room for, but the applications were in excess of the needs of the business, owing to the fact that non-union men had been procured in the place of the strikers. In this way some were obliged to leave town to procure work; and by the middle of August the strike was declared off, and the controversy was at an end.

DAY, CALLAGHAN & Co. — BOSTON.

On July 21, thirty-five of the employees of Day, Callaghan & Co. of Boston, cloak-makers, struck for higher wages for "stitching up," as it is called. The employees interested were men, and were paid for their work by the piece. They were members of the Cloak-makers' Protective Union, and professed to desire no greater compensation than was paid by other houses engaged in the same kind of business. Various statements about the management of the business were published in the newspapers, the truth of which was denied by the firm.

On August 1, at the suggestion of this Board, and as a preliminary to a possible settlement, a committee of the workmen, consisting of B. Spanier, A. Greenbaum and D. Law, called and made application in writing for the interposition and advice of the Board; and on the same day the Board called upon the firm, for the purpose of urging a conference with the workmen's committee. A full statement of facts from the firm's side of the question was obtained; but, in view of certain arrangements which had been made to procure new employees, the firm requested that the proposed conference be deferred for a day or two, saying that

they would notify the Board further. This occurred on Friday, and on the following Monday the firm notified the Board of their willingness to meet the workmen's committee, in compliance with the Board's invitation. Accordingly, in the afternoon of the same day, Messrs. Callaghan and Burke, of the firm, met at the office of the Board a committee consisting of B. Spanier, M. W. Zipkin and three others, who said they had full power from their union to agree upon a settlement.

From the statements of both parties, it appeared that on May 1, 1890, a price-list covering the matters now in dispute was agreed to by the firm and a committee representing the employees and the union, the same to continue in force during the coming season; that upon the basis of that price-list all the contracts of the firm had been made; but, notwithstanding this agreement, the employees, on July 21, refused to recognize it any longer, and refused to work unless their demands for higher wages were conceded.

In explanation of their proceedings, the workmen said in all frankness that they thought themselves justified in rejecting the list which they themselves had agreed to, and some of the committee had actually signed in a representative capacity; but the only reason assigned was that the list was agreed to under a sort of compulsion, as they considered it, because business was then dull, and they feared that if they refused to agree they would be discharged. They thought they were morally justified in signing, and afterwards, when business was better, demanding higher wages.

In response to the inquiries of the Board, they stated all their requirements, which were five in number, including an advance in wages. After some discussion, and for the purpose of effecting a settlement, the firm agreed to concede all the demands then made, except the advance in wages. That, they said, it was impossible to grant, because their contracts

had been made according to the list, which had been agreed upon in good faith, voluntarily, and with full knowledge on the part of the employees. They said that they could not afford to make any advance; but, in regard to new styles of garments that had been introduced or that might thereafter be introduced, they would agree upon prices to be fixed proportionally to the prices in the present list.

This proposition not meeting with the approval of the committee, the firm thereupon offered to leave all questions of price, including the price-list already agreed to between the firm and their employees, to the decision of the State Board, each side to nominate an expert to assist the Board in the manner recently provided by law.

This offer, which seemed to the Board sufficiently fair and reasonable, was also rejected on the part of the workmen's committee, and the conference came to an end. Within a week, however, the strike went to pieces, the workmen applied for work, and most of them were hired; but no concessions whatever were made by the firm, and thus an opportunity to gain some redress of the alleged grievances was sacrificed through insisting upon a demand which, by the changed attitude of the firm, had become unreasonable and untenable.

MOROCCO WORKERS — LYNN.

On August 14, the finishers employed by John T. Moulton of Lynn, morocco manufacturer, through the agent of their union, John McCarthy, gave notice to their employer of the following demands: —

PRICE-LIST TO GOVERN THE FINISHERS' ASSEMBLY, No. 2923, UNTIL JULY 1, 1892.

First. — The wages of finishers working on dongola, seasoning, wetting over, softening, glazing, putting out or striking out, or on pebbles or straights, shall be \$13 per week.

Second. — Piece-prices to remain the same as at present.

Third. — There shall be no more apprentices or green hands put on as long as competent finishers can be found.

A demand for a nine-hour day, which had previously been urged, it was thought best not to press at this stage of the business.

A paper containing the above price-list having been presented to Mr. Moulton, he declined to agree to it, saying that the demands were unjust; that in the Lynn morocco factories there was but one apprentice to five men; and that the manufacturers could not accede to the demand for \$13 a week, when urged in connection with the other requirements. The forty finishers employed by Mr. Moulton thereupon quit their work.

The morocco manufacturers of Lynn belong to a national trade association, and, upon notice of the strike, they decided to make common cause with Mr. Moulton, and in the afternoon of the same day discharged all their finishers, about four hundred in number. This action deprived about seven hundred people of work. Subsequently the men employed as tanners and beamsters were added to the number. Seventeen factories in Lynn were closed, and seven more in the neighboring towns of Peabody and Beverly were also closed. About twelve hundred workmen altogether were made idle by the strike and lock-out.

This state of affairs continued until about the middle of September, when one factory after another opened, and resumed operations with non-union employees. In some instances it was deemed necessary for the new employees to board and lodge in the factories in which they worked. Strenuous efforts were made to prevent the employment of other workmen, or to induce workmen to quit work after they were hired.

Shortly after the strike and lock-out occurred, and repeatedly, at short intervals, members of this Board called upon the manufacturers and workmen involved, and endeavored in every way to keep them reminded of the existence of the Board, and to assure them of its readiness to be of service to both parties, whenever either party should see fit to hold out any inducements whereby the Board might be led to believe that something could be done towards effecting a settlement. The principle obstacle was the firm determination of the manufacturers that they would not in any way recognize or deal with the order of the Knights of Labor. In view of this objection, the Board attempted to arrange a conference of manufacturers on the one side, and workmen on the other, nothing to be said about any organization or association. The workmen expressed their willingness to comply with a suggestion of this kind, should the Board offer it to both parties, but no encouragement was received from the manufacturers.

At length, on October 29, the Board being of the opinion that the situation was of such a nature as to call for more definite action, the following letter was addressed to representative men on each side of the controversy : —

To JOHN T. MOULTON, JOHN E. DONALLAN, GEORGE K. PEVEAR and Other Morocco Manufacturers of Lynn; and JOHN McCARTHY and the Workmen lately employed as Morocco Workers in Lynn.

GENTLEMEN : — The strike and lock-out which have for the last ten weeks seriously obstructed the business in which you are employed as manufacturers and workmen, respectively, received, as you know, early attention from this Board ; but in the absence of a desire, so far as appeared on either side, for a settlement of the differences on a fair and reasonable basis, the Board has not hitherto deemed it expedient to take any formal official action in the premises. But recent communications received from citizens of Lynn, who are not involved in the controversy, or whose busi-

ness is indirectly affected by the long continuance of the trouble, render it necessary, in our opinion, that this Board, representing and endeavoring to express the sound and sober sense of the whole community on such matters, should take some action with a view to affecting an agreement or understanding that will on the one hand enable the morocco manufacturers of Lynn to transact their business profitably and with due regard to their rights and preferences, and on the other hand will restore to honest workmen, who are now or will soon be idle, the opportunity to earn a living at the trade with which they have familiarized themselves and for which they are well fitted.

Without expressing at this time any opinion concerning the claims which have been advanced on one side or the other, and having no desire to force its decision upon either party, the Board, from its experience in like cases, is of the opinion that, if the parties or their representatives will meet in the presence of this Board, not necessarily to submit anything to arbitration, but for a friendly conference in the presence of an impartial observer, all causes of dissension might be happily removed without loss of self-respect on either side.

With this in view, the Board invites all the morocco manufacturers, and a committee of the workmen representing each factory involved, to meet the Board at the city hall in Lynn on Friday next, the 31st instant, at 10 o'clock A.M.

CHARLES H. WALCOTT,

RICHARD P. BARRY,

EZRA DAVOL,

State Board of Arbitration.

On the day appointed, the Board met in the room of the school committee in the city hall, Lynn. Twelve or more manufacturers were present, and about the same number of workmen and reporters. The following letter had been received on the preceding day: —

LYNN, Oct. 30, 1890.

To Messrs. CHARLES H. WALCOTT, RICHARD P. BARRY and EZRA DAVOL, *State Board of Arbitration.*

GENTLEMEN:—On receipt of your communication, we immediately conferred with the morocco manufacturers of our city, all of whom expressed a perfect willingness to meet your honorable Board, together with a representative from each factory if unaccompanied by any official of a labor organization, and providing also that the attendance at said conference be confined to the parties above mentioned.

JNO. T. MOULTON.

JOHN E. DONALLAN.

GEORGE K. PEVEAR.

The proceedings were begun by the chairman, who read the Board's letter of invitation, and stated that a number of the manufacturers were present. The question was then asked whether there was a committee present representing the workmen employed or lately employed in the morocco manufactories. Robert H. Coffey replied that such a committee was present, and gave their names as follows: George A. Sheehan, Garrett Powers, Patrick Hennessey, Daniel Donovan, Michael Lucie, Jerry Murphy, John O'Donnell, John Coogan, John Nolan, John Burns, Robert H. Coffey and James Lacy.

Having in view the terms of the invitation and the conditions upon which the manufacturers had agreed to be present, the chairman expressed the opinion that sooner or later it would be found necessary to ask those who were present and did not come within the purview of the Board's invitation to withdraw, in order that the parties to the controversy might feel themselves more at liberty to express their minds, than if everything they said were to be reported. At this suggestion one or two of those present retired from the room; but the reporters remained, and

several official representatives of the Knights of Labor, with whom the manufacturers had refused to have any dealings. After a consultation, the chairman said: "The Board requests that all those who are here present who are not morocco manufacturers of Lynn, and also excepting those gentlemen who have been named as representatives of the workmen,—the Board requests that all others will now withdraw, so that we may have a private conference here, and may bring the parties as close together as possible."

A reporter then addressed the Board as follows: "Mr. Chairman, I do not know as I am privileged to speak here, as representing reporters. I represent a paper. We understand that the point has been raised here by gentlemen who are not included in your invitation, that, as citizens, they have a right to be present. We feel, if they have a right to be present as citizens, we have."

THE CHAIRMAN. Nobody has any right to be present. As a State Board, we have a right to do our business in our own way, and we have invited certain people to meet us. They were free to meet us, or not meet us. We are very clear in our minds about the best way to approach this kind of a matter; and, while we have much respect for the members of the press, and are always glad to have them with us, we know best how delicate these matters are, and with how much care it is necessary to handle them. We have found in other cases that we could not get people to say what they really meant, in the presence of the public.

REPORTER. I admit it; but there are gentlemen here who stand here on their rights as citizens.

THE CHAIRMAN. All I can say is, that, if you gentlemen stay here who have not been invited by the Board to come here, you are simply imperilling this whole business that we are down here for. We shall not take hold of you and put you out. We haven't any constables here. We haven't

any force. All we can say is, if you stay here you are going to prevent our doing anything, unless we go off somewhere else and start this over again in some other way.

REPORTER. We are willing to go, sir, if we are put out in that manner. We shall think we have been doing our full duty to our papers.

CHAIRMAN. We haven't anything to do with your duty to your papers. We are down here to do our duty; and we ask all those here who have not been invited to come, to be so kind as to leave us here, so that we can do what we came down here to do. There has never been any invitation to the public to come here. When we give a public hearing, we give a notice in the papers and invite the public. We have not done so to-day, for what we consider the best of reasons.

REPORTER. The notice was published in the papers, and the whole statement given to the press.

CHAIRMAN. Whom did it invite here? Did it invite the public?

REPORTER. I understand it is a public —

CHAIRMAN. I do not propose to discuss it any further, gentlemen; you will either withdraw, or else you won't.

Louis Wolfsohn then addressed the Board, claiming the right as a citizen to be present.

The manufacturers refusing positively to take part in the proceedings under existing circumstances, the Board, after consulting together, announced that it would adjourn the meeting to the aldermanic chamber in the same building. Mr. Coffey and one of the manufacturers were requested to stand at the entrance, and identify the members of their respective committees. They did so; but, upon assembling in the aldermanic chamber, it appeared that David F. Moreland, Dennis L. Sullivan and Louis Wolfsohn, official representatives of labor organizations, and other persons not

members of either committee, had entered the chamber. Thereupon the manufacturers announced their intention of leaving the building. Mr. Eugene Barry, a manufacturer, offered his own dwelling-house as a place for a meeting; but the Board decided that it could not with propriety leave a public building and go to a private house, under such circumstances.

The Board then asked the manufacturers present if they objected to proceeding in the presence of those who were then in the room. They replied that they did object, and had come expecting to meet those persons only who were named in the Board's letter.

Mr. Moreland then said: "Might I ask if it would be satisfactory to the State Board and manufacturers if myself and Mr. Sullivan and other men interested in the labor organization were to withdraw,—if the manufacturers would object to the presence of the accredited reporters of the daily Boston and Lynn papers?

Mr. EUGENE BARRY. As one of the manufacturers, I prefer that the report of this meeting go out through the official reporter of this Board.

Mr. MORELAND. I would say, further, that you may understand fully the position that I take, while I have claimed that, even in my capacity as a private citizen, I would have a right to appear here as an interested party and say something, I waive that so as not to make any complications. But I do insist upon my right to remain here during this conference.

The CHAIRMAN. We do not propose to put anybody out.

Mr. MORELAND. I am willing to waive that, providing some representative of the press is allowed to be here. And I think, on the part of the workmen, when I am going to leave, when I consider and claim that I have a right to remain,—and the State Board haven't decided otherwise,—

that the manufacturers should certainly be willing to allow the press to be present.

The CHAIRMAN. Perhaps I ought to read the letter which we received at ten o'clock last night from the manufacturers of this city. It will explain their position. It is addressed to the State Board of Arbitration, and is dated Lynn, Oct. 30, 1890. [Reads letter.] Now, do I understand that the manufacturers object to going on under the present circumstances?

Mr. EUGENE BARRY. Yes, decidedly. I do not consider that the manufacturers object to the results of this conference being published; but the reporter of a newspaper is not a fit person, warped by the prejudices of himself or his paper. We prefer the report of this meeting should go out through the official channels, and feel that you are thoroughly competent, through your clerk, to make a proper report of this hearing, and such we are content with.

The CHAIRMAN. Gentlemen, there is nothing for us to do but to adjourn this conference indefinitely, for the reason that we have not been allowed to pursue the course which we, as a Board, had marked out. Being desirous to bring about a settlement of this controversy, we marked out a certain course which we have been prevented from taking. The meeting is adjourned indefinitely. We will afterwards communicate with the committees on both sides, and see if we can devise some means of coming together again.

The Board having learned of the disappointment felt by the workmen most nearly interested, because no adjustment of the difficulty had been reached, the following letters were addressed to David F. Moreland and John McCarthy, as representatives of the union to which the workmen belonged: —

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Nov. 3, 1890.

Mr. JOHN McCARTHY, *Lynn.*

SIR:—Having considered the occurrence at Lynn, on Friday last, and the failure to transact any business after the Board had brought the morocco manufacturers and the workmen together for a conference, we are still of the opinion that, if such a meeting can be had soon, there is good reason to believe that a fair and beneficial arrangement might be agreed to. But, since it is of the utmost importance that the subject shall be approached in the right way, if we are to hope for good results, and because, with the information which we now have, we are unable to see clearly what would be the best way to proceed, the Board desires that you will call, at your earliest convenience, with such others as you may choose to invite, and give us your views as to what ought next to be done to effect a settlement.

Respectfully,

CHARLES H. WALCOTT,

Chairman.

BOSTON, Nov. 3, 1890.

Mr. D. F. MORELAND.

DEAR SIR:—The Board has to-day addressed a communication to Mr. John McCarthy, who has throughout assumed to have the sole management of the workmen's interests in the morocco controversy in Lynn. The purpose of the communication is to learn from him, or any one else authorized to act, what further can be done by the Board in the interest of both parties to effect a settlement of the trouble.

We had not received the slightest intimation, prior to Friday last, that you had any more interest in the case than you would naturally have as a citizen and a prominent representative of organized labor. In view of what then occurred, I should be pleased to have you call, at your convenience, if you will, and give me any views that you may have concerning the matter; and such suggestions as it may occur to you to offer will be gladly received and will be duly considered. If you prefer to call upon

the Board with Mr. McCarthy, that will be equally agreeable to me and to the Board. Whatever action you may take, I can assure you neither the Board nor any member of it has any desire to leave you out of any business that you may wish to be heard on.

Yours respectfully,

CHARLES H. WALCOTT.

At the time appointed, Messrs. Moreland, Sullivan and McCarthy called at the office of the Board, accompanied by Jeremiah Kenney, James Lacy, John J. Sheehan and Owen Cunningham, a committee from the local unions of Lynn.

In consequence of the statements and suggestions offered by these representatives, the Board decided to attempt another conference, and on November 6 the following letter was sent to the persons to whom it is addressed : —

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Nov. 6, 1890.

To JOHN T. MOULTON, JOHN E. DONALLAN, GEORGE K. PEVEAR,
EUGENE BARRY, and *Other Morocco Manufacturers of Lynn, and*
JOHN McCARTHY and the Workmen lately employed as Morocco
Workers in Lynn.

GENTLEMEN : — Notwithstanding the failure to transact business last Friday, the Board is encouraged by the fact that, for the first time during the continuance of the present controversy, both parties had wisely consented to hold a conference in the presence of the State Board. We think it unnecessary, as well as unprofitable, to dwell upon the reasons why the attempt to effect an understanding was at that time unsuccessful, and the only feeling that the Board has is one of regret that nothing more was accomplished. But it seems to us that there is still need of a conference like the one already proposed ; and, in the exercise of our duties under the law, we hereby renew our request to the parties, and invite all the morocco manufacturers, and a committee representing the workmen formerly employed in each factory and representing the several branches of the morocco trade, to meet

this Board at the city hall in Lynn, on Monday next, November 10, at 10 o'clock A.M.

In offering this invitation, the Board has in view not a public hearing, or in fact a hearing of any kind, but rather a conference between the manufacturers and a committee of the workmen immediately interested, and with no other person present except the State Board. We ask both parties to consider our proposition in this light, to give it a fair and intelligent consideration, and, if it is accepted, to meet each other and the Board in an accommodating spirit, disposed to find and accept, if possible, some fair arrangement for the benefit of all.

If this attitude should be taken on both sides, the Board is hopeful of good results.

Respectfully,

CHARLES H. WALCOTT,

RICHARD P. BARRY,

EZRA DAVOL,

State Board of Arbitration.

On the day appointed, the Board was met at Lynn by a committee of twenty-three workmen, representing every factory and every branch of the trade involved in the strike or lock-out. None of the manufacturers appeared; but the following letter, explaining their situation, which was received by Mr. Barry at Lynn on the preceding evening, was read:—

LYNN, MASS., Nov. 7, 1890.

To the State Board of Arbitration.

GENTLEMEN:—Your communication of November 5, inviting the morocco manufacturers of Lynn to a private conference with your honorable Board and representatives of their former employees, was duly received and carefully considered by the manufacturers assembled at a meeting called for the purpose. While we recognize your official anxiety to bring about a settlement of the difficulties which have so long existed between the morocco manufacturers of Lynn and men formerly employed by them, we also wish you to understand as fully as may be the position of affairs in our factories.

Leaders of organizations hostile to our interests have from time to time interfered with our business, and we have conceded to them until our patience has been exhausted, and we have undertaken to manage our factories independently of such leaders and the organizations which they profess to represent. We have succeeded so well in doing so that we now have no room in our factories for any large portion of our former employees, if they should wish to return.

In view of the facts of the high prices of raw materials and the dulness of trade in our finished products, we are not inclined to hurry production. The great changes which our business has undergone within the past few years has greatly reduced the need of skilled labor, and the general introduction of machinery has also tended to greatly reduce the number of men necessary.

It is the unanimous sentiment of the manufacturers that they do not desire to put themselves and their business again under the control of organizations of labor or their leaders.

The manufacturers agreed to meet the men formerly in their employ, at your suggestion, on the thirty-first day of October; but they found, as they expected, that such meeting could not be held without the presence also and probable control of mischief-making leaders who were not invited. We do not think that another meeting would produce any better results, for, if not actually present, they (the leaders referred to) would doubtless control or prevent any action by the men.

We prefer, with all due deference to your honorable body, to continue, as we have begun, to manage our affairs as we think best, hoping that the sober good sense of our former employees will assert itself ere long, and that we both shall be able to contribute to each other's well-being as before, without the interference of any outside parties whose interest it may be to cause strife and dissatisfaction.

Yours respectfully,

JNO. T. MOULTON.

GEORGE K. PEVEAR.

EUGENE BARRY.

JOHN E. DONALLAN.

When it became apparent that the proposed conference could not be had, John McCarthy moved that the Board proceed forthwith to give a public hearing, and take testimony. The Board decided that there could not legally be a public hearing or investigation for the purpose of taking evidence until public notice had first been given; but that, on receipt of an application containing a concise statement of the grievances complained of, and a request for an investigation by the Board, the request would be promptly considered and acted upon. Mr. McCarthy said that he and his associates would consider the advisability of making such an application, and, if they judged it expedient to do so, they would communicate with the Board accordingly. The usual blank forms of application were furnished him, but no application for further action by the Board has since been received.

The attitude of the manufacturers towards the unions has continued as at the beginning. The morocco factories of Lynn are "free shops," and no labor organization is recognized. The controversy, which at the date of this report is still unsettled, has been an expensive one both for manufacturers and workmen.

W. N. FLYNT GRANITE COMPANY — MONSON.

In the Matter of the Joint Application of the W. N. Flynt Granite Company of Monson, and the Quarrymen in its Employ.

PETITION FILED SEPTEMBER 5.

HEARING SEPTEMBER 10.

On September 2, a strike occurred at Monson on the part of the quarrymen employed by the W. N. Flynt Granite Company, doing business at that place. The demand was that the working day should consist of nine hours for each day from Monday to Friday inclusive, and eight hours on Saturday. An increase of five per cent. in wages was also requested. After some discussion, by employers and employees, of the questions involved, an agreement in

writing was signed by them on September 4, under which work was resumed as usual on the 5th.

The following is a copy of the agreement:—

MONSON, MASS., Sept. 4, 1890.

AGREEMENT MADE BETWEEN THE W. N. FLYNT GRANITE COMPANY (SEPT. 4, 1890) AND MONSON BRANCH OF THE QUARRYMEN'S NATIONAL UNION.

First. That on and after the above date, nine hours shall constitute a day's work for the first five days of the week, eight hours on Saturday.

Second. That the question of wages be submitted to the State Board of Arbitration, both parties to abide by the decision.

Signed on behalf of the Quarrymen's National Union,

JOHN J. BYRON,

National Union Secretary.

Signed on behalf of the Company,

GEO. G. FLYNT,

Treasurer.

It will be noticed that by this agreement the question of hours has been settled by the parties themselves, this Board being asked to pass upon the wages alone. It appears that before the strike the rule had been ten hours, with nine hours on Saturday, and the men employed in the quarry received for their labor prices ranging from \$1.50 to \$2.00 per day.

Now that the length of the working day has been decreased, the company claims that a corresponding reduction should be made in the wages, to enable the company to fulfil its contracts already entered into. The men, on the other hand, claim that, when compared with wages paid at competing points, the wages of these workmen cannot in fairness be reduced from the ten-hour standard, but ought rather to be increased a little. It was proposed at the hearing, and assented to on both sides, that the decision of this Board shall take effect from September 4, the date of the

agreement, and by law the decision will remain in force and binding upon the parties for the term of six months from that date, unless sooner terminated according to law.

Having heard the parties and given the matter due consideration, and having in mind the interests of all concerned, the Board is of the opinion that those interests will be best subserved by allowing the wages to remain the same as at present, without deduction or increase on account of the change in the hours.

Result. — The decision was accepted by all concerned, as a final disposition of the case.

RICE & HUTCHINS — MARLBOROUGH.

On October 22, the Board was notified, by a member of the firm of Rice & Hutchins, shoe manufacturers, of information just received that two hundred and sixty persons employed in their Middlesex factory in Marlborough had struck on the preceding day, and he desired that the Board would visit the factory and try to settle the difficulty.

The Board went by the next train to Marlborough, and from inquiry learned that the cause or occasion of the strike was the employment in the stitching-room of four women or girls, three of whom had formerly been members of the Knights of Labor, in good standing; the other had never belonged to the order. All four now refused to comply with the regulations of the order or to pay anything to it.

Leon L. Jaquith, of the Knights of Labor, represented the operatives who had struck, and complained in their behalf of the fact that, as he contended, the employees in question had received and were receiving all the benefits of a labor organization, and ought to be willing to ally themselves with that in which all their associates were included.

A conference of the firm, Mr. Jaquith and other representatives of the Knights of Labor, and the employees who were

objected to, was had in the presence of the Board. The firm alleged as a grievance that the employees had struck, contrary to the terms of an agreement entered into with their order, which provided that all differences should be left to the State Board of Arbitration without strike or lock-out. The members of the union contended that the differences referred to meant merely differences concerning the price-list; but the firm would not accept this view of it.

On the next day, after a full discussion of grievances alleged on both sides, a settlement was agreed upon in the presence of the State Board. The terms of the arrangement are set forth in two agreements, which were drawn up and signed on the spot. The operatives all returned to work on the following day.

The agreements referred to were as follows: —

MARLBOROUGH, MASS., Oct. 23, 1890.

It is mutually agreed, between the firm of Rice & Hutchins and National Assembly No. 216, of the Knights of Labor, that all differences now existing in the Middlesex factory in Marlborough are settled and declared to be at an end, on the following terms and conditions: —

The four employees in the stitching department who were formerly members of the Knights of Labor are to pay the order one dollar and twenty cents each, the same to be in full payment of all dues, fines and assessments to Oct. 1, 1890. Upon further payment by them of two dollars and fifty cents each, to be in full for dues, fines and assessments to Oct. 1, 1891, it is understood and agreed that said employees shall not be required to attend the meetings of the order unless they see fit to do so, and said employees shall not be molested or interfered with by any officer or member of the organization.

RICE & HUTCHINS,

By Wm. B. RICE.

L. L. JAQUITH,

For No. 216.

MARLBOROUGH, MASS., Oct. 23, 1890.

It is mutually agreed, between the firm of Rice & Hutchins and National Assembly No. 216, Knights of Labor, that hereafter all differences in the Marlborough factories of Rice & Hutchins that cannot be settled by agreement of the superintendent and the employees or their agent shall be referred to the State Board of Arbitration for settlement and decision, without strike or lock-out, the decision to be final, provided a decision shall be reached by the Board within thirty days from the time when both sides have submitted the case. This agreement may be terminated by either party to it by giving thirty days' notice in writing.

RICE & HUTCHINS.

L. L. JAQUITH,

For No. 216.

MARK J. WORTHLEY — LYNN.

On August 14, a strike occurred in the shoe factory of Mark J. Worthley, in Lynn, arising out of a demand for an increase of wages in the "making room." Members of the council representing the order of the Knights of Labor called upon Mr. Worthley, but, being unable to obtain an interview with him, all the employees, about two hundred in number, except the machine lasters, were ordered out. The employer requested that the operatives return to work, pending an attempt at settlement; but this was refused, as was also Mr. Worthley's offer to leave the dispute to the State Board. On the 16th, Mr. Worthley received the council and acceded to their demands, publishing at the same time the following statement:—

Gentlemen of the K. of L. Council of Shoe Workers.

DEAR SIRS:—The writer desires to accept your demands for labor, as rendered on the 15th, and you will oblige him very much, at this time, if you will request the employees to return to work Monday morning at the usual hour; and I will agree to pay

the prices demanded, and accept such conditions as you may insist upon, in order to complete contracts made by me.

The prices for cutting and stitching are very satisfactory, but for other machine work are unreasonable, to my knowledge of the work. In one department, that requires no skill, two men and a boy can earn \$16 dollars per day; and in one other department two young men, that have not worked on the machines over six months, can earn on my work \$14 per day. In the other departments, that require but little skill, the wages are in about the same proportion, making an advance in the whole of about \$1.50 per case, or \$15,000 a year, which no reasonable person believes I could afford to do.

To pay the price demanded would compel me, after getting through the present sale, to remove to some other place, in order to hold the trade already established. Cheap shoes, such as my reputation is established on, sell at the same prices, no matter where they are made. In other words, cheap shoes made in Lynn must be sold for the same price the same grade is sold for that are made in the country, in order to secure the trade.

Yours respectfully,

MARK J. WORTHLEY.

The business was continued for about a month under the temporary arrangement thus made. Then Mr. Worthley began to stop his cutters as fast as they finished the work upon which they were engaged, and when the work was cleared up throughout the factory, he advertised for "non-union help at union prices." A strike was ordered by the council on September 16, but this had been foreseen. The factory was gradually supplied, without any great difficulty, with competent workmen and workwomen, some of them being old employees, but all employed without the intervention of any union.

Having learned that some sort of understanding with Mr. Worthley would be acceptable to the Knights of Labor, and having been assured informally that the council would

co-operate with the State Board, if it was found that anything could be done, the Board on November 10 called upon Mr. Worthley for the purpose of inquiry, and learned from him that he had no difficulty in procuring all the operatives he desired, and that they were quite equal, if not superior, to his former employees in point of skill and capacity. The factory appeared to be running in all departments, and therefore no further action was taken by the Board, except to report to the council the result of their visit.

RUMSEY BROTHERS — LYNN.

On September 13, the employees of Rumsey Brothers, belonging to the Knights of Labor, about one hundred in number, went out on a strike. Their complaint was that the wages of some of the employees in the cutting and stitching departments were too low, as compared with prices paid in other Lynn factories and with prices fixed in other shops on the recommendation of the State Board of Arbitration. The firm said their employees were satisfied with what they received, and that there would have been no trouble if the council had not interfered to make it. The firm made no attempt to settle with the organization, but declared a "free shop," and procured new employees or hired back the old ones, as opportunity offered.

In consequence of the attempts made from time to time by some person or persons to prevent the employment of workmen at the factory, or to induce those who were there to leave their work, the firm, acting under legal advice, asked and obtained from the superior court an injunction, directed to the members of the council by name, and enjoining them and the associations represented by them from doing any of the acts mentioned in the decree as acts of interference with the business of the firm. It is unnecessary to say that the decree of the court was obeyed.

Having been encouraged to believe that a settlement of the difficulty through the agency of this Board would be acceptable to the workmen interested, the Board on November 10 called at the factory and had an interview with the firm. It was there learned that the firm had not yielded in any respect to the demands of the council, but had procured a sufficient number of employees for their Lynn shop. The whole number employed in Lynn was said to be less than formerly, by reason of the transfer of some grades of work to another factory in the country. The employees were not asked whether they belonged to a union, but the firm has called its factory a "free shop."

There appeared to be nothing for the Board to do but to withdraw, and report the circumstances of their visit to the council representing the union, and this was done.

SAILORS AND FIREMEN—BOSTON.

Early in November, the Board was apprised of the fact that a controversy existed between the Sailors' and Firemen's Union of Boston and the outside shipping agents doing business in the city; and, on November 13, David Mahoney, Mark J. Canavan, Walter Collins and George Cummins, a committee representing the Boston branch of the union, called upon the Board for the purpose of stating their case and enlisting the services of the Board.

It appeared that the union had decided to require for its members a higher rate of wages, and complained that the fourteen outside shipping agents were hostile to the union, and exacted excessive fees from the seamen shipped by them.

It was submitted that, under the laws of the United States, a shipping commissioner was appointed, for the purpose, among other duties, of protecting seafaring men from impositions of the kind complained of. The Board being of

the opinion that the case did not come within the legal province of this Board, it was suggested that a member of the Board should call upon the shipping commissioner, with a view to ascertain his views of the situation. This was accordingly done, and it was learned that the demand of the union for higher wages had seriously interfered with the shipping of union men through the commissioner's office, because of the large number of sailors who were available for wages less than the union demanded.

On December 4, an interview was had at the rooms of the Board, between Capt. J. M. Phillips, John S. Emery and Captain Evans, who were some of the principal owners and masters of ships in this part of the country; and John F. O'Sullivan and four others representing the union. The circumstances under which sailors and firemen were usually hired were discussed fully and understandingly. There was general agreement in the opinion that some at least of the objects of the union were good, and were deserving of encouragement from ship owners and masters, for the reason that it was for the interest of all "to provide a better class of men for the mercantile marine of this nation, to have laws enforced for the prevention of loss of life at sea, the prevention of overloading, the prevention of undermanning," etc., and to advocate the employment of competent men in all cases.

In view of the interest manifested in the subject on both sides, the Board recommended that the two committees meet again, at a time and place which were then agreed upon, for the purpose of agreeing upon some practical measures for the benefit of the seamen, and to relieve them so far as possible from the grievances which at present they feel that they have reason to complain of.

The advisability of seeking further legislation, either from the general court of the Commonwealth or from the Congress

of the United States, was considered, but no definite course of action was marked out. There appeared to be sufficient grounds of complaint, but clearly the remedy was to be sought outside of the sphere of this Board.

A. R. JONES — WHITMAN.

The following decision was rendered on December 29: —

In the Matter of the Joint Application of A. R. Jones of Whitman, and his Employees.

PETITION FILED Nov. 20, 1890.

HEARING NOVEMBER 24, 26.

The application in this case, which proceeded in the first instance from the employees, states that the employer "has adopted the plan of paying the pasters in the stitching-room wages by the day, instead of by the piece, as formerly, by which change the wages are materially reduced." It was also claimed that the prices paid for slugging heels ought to be raised. The employer informed the Board that the prices for piece work which he formerly paid his pasters were disproportionately high, as shown by their earnings; that the labor was, comparatively speaking, unskilled; and, rather than have a controversy over the price-list, he had preferred to hire workwomen by the day to do this work. He had accordingly hired at various prices, according to skill or experience. He further stated that he was willing to pay as much as his competitors in the same line of business, and would join in the application to the State Board, provided it was understood that the Board should find prices by the day or hour for pasting and for slugging heels, as well as prices by the piece for that work. After some discussion, this was agreed to on both sides, and the case was submitted to the Board.

The parties desiring that an inquiry be made into prices paid

by other employers for work of a similar grade and quality, such inquiry was conducted under the direction of the Board by two expert assistants appointed by the Board, on the nomination of the respective parties to this controversy, in accordance with the law passed at the last session of the general court.

The Board recommends that the following prices be paid for the work done in the factory of A. R. Jones, at Whitman, as expressed in the items stated below. It should be borne in mind that the Board always has reference to a workman or workwoman of fair average skill and ability: —

	Per doz.
Paris tie, pasting tops to linings XXX fitting,	\$0 05
Paris tie, pasting tops to linings X fitting,	03
Creedmore, pasting lining to quarter,	05
Creedmore, pasting quarter to tops,	05
Imitation lace, fourth-grade congress, pasting face to lining,	03
Balmorals, fourth-grade square top, pasting front face,	02½
Balmorals, fourth-grade square top, cementing and folding front,	04
Cylinder congress, pasting gores and facing,	22
Cylinder third-grade balmorals, heel-seams closed first, pasting front facing,	03
Cylinder congress, third grade, crimp front, pasting and folding front lining, with facing,	15
Cylinder congress, third grade, crimp front, pasting and folding front lining, without facing,	13
Congress, fourth grade, crimp front, pasting gores,	18
Congress, fourth grade, crimp front, pasting gores, with facing,	20
Pasting (if done by the day), per hour,	15
Stitching gores, Shippee folder,	22½
Stitching back gore, Shippee folder,	07
Lace congress, fourth grade, trimming front, using trimmer,	04
Lace congress, third grade, trimming front,	06
Slugging heels, Champion machine, all around,	06
Slugging heels, Champion machine, once and one-half around,	09
Slugging heels, Champion machine, any part,	03
Slugging heels (if done by the day), per day,	2 00

Result.—The decision was accepted by all parties interested; but, having an alternative, the employer preferred to pay the prices fixed by the day or hour, rather than the piece prices.

SLATE AND METAL ROOFERS — BOSTON.

On October 20, the workmen belonging to the Slate and Metal Roofers' Union of Boston struck for an increase of wages from \$3.00 per day to \$3.25. They also declared their intention to work only nine hours a day for five days in the week, and eight hours on Saturday.

The firms that gave employment to the largest number of workmen were united in opposing the demands of the union. On November 25, the matter was brought before the Board by an application signed by Jonathan Renton, "president and business agent" of the union; and thereupon the Board placed itself in communication with the firms of Farquhar's Sons, Parker & Co., and the West End Roofing Company, with a view to ascertaining the state of affairs from the employers' side. It was a dull season for the trade, and the firms named appeared to be sufficiently supplied with workmen hired at the old rate of wages. Subsequently, Mr. Griffith of the West End Roofing Company met the committee of the workmen at the office of the Board. A full discussion of the case ensued, which, although no agreement was arrived at, produced a better understanding; and it was suggested by Mr. Griffith that the workmen renew their request for an advance in wages, to take effect from May 1, 1891; and he would assent to it, and do what he could to persuade other employers to do the same. The course taken by the discussion opened the way for the Board to say that, inasmuch as the strike had nearly if not quite spent itself already, the best course seemed to be for the committee to report to the union Mr. Griffith's suggestion, and to say at the same time

